

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 275
2. Contract No.		3. Solicitation No. DAAE07-02-R-S193		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2002AUG15	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-LC-CHBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2002NOV18 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JAMES VICTOR E-mail address: VICTORJ@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-7924
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

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A.1 EXECUTIVE SUMMARY: This Executive Summary is for the Final Request for Proposals (RFP) for the Family of Medium Tactical Vehicles (FMTV) A1 Competitive Rebuy (CR) Program and provides an overview of the specific acquisition and the program.

A.1.1 FMTV Acquisition Strategy. The U.S. Army Tank-automotive and Armaments Command (TACOM), Warren, Michigan is supporting the Program Executive Office, Combat Support & Combat Service Support (CS & CSS) in this acquisition. The acquisition strategy is to award a single production contract (termed FMTV A1 CR) to support the second phase of this two phased program as a follow-on to the current FMTV A1 production contract. Only competitors who have successfully completed a Phase I contract will be eligible to compete for the Phase II contract.

A.1.2 Phase I Competitive Evaluation. The Phase I Competitive Evaluation contracts were awarded to two Contractors, Oshkosh Truck Corporation of Oshkosh, WI and Tactical Vehicles Systems, Limited Partnership (TVSLP), a subsidiary of Stewart & Stevenson Services Inc. of Sealy, TX, the current producer of FMTVs. The Phase I contracts provided for the competitive evaluation of contractor-integrated changes to Government furnished FMTVs under full and open competition.

A.1.3 Phase II Competitive Production. The Production Phase (Phase II) will award a single, 5-year multiyear production contract in a down-select to one of the successful Phase I contractors. This action will represent the follow-on production contract (FMTV A1 CR) for the FMTV beyond the current multiyear contract with TVSLP of Sealy, TX. This will be a five-year firm fixed-price multiyear production contract beginning in FY03 for approximately 14,000 trucks and trailers (subject to budgetary constraints) with options up to 100% of the basic program years quantities to support other services and FMS customers. Competition for the production contract is limited to the contractors who were awarded contracts and successfully complete the Competitive Evaluation Phase I. Any Phase I Contractors who default on Phase I contract performance by withdrawing or otherwise failing to complete Phase I contract performance will not be considered for Phase II contract award.

A.1.4 Multiyear Approval. The Army has not yet been granted Congressional approval to award a FMTV A1 CR production contract on a multi-year basis. If the multiyear approval is not received, the solicitation will be amended to require a base year requirement with four option years. This information is provided at this time so that the Offerors can plan on this potential change and thereby ensuring no delay in proposal submission.

A.1.5 Any unsolicited proposals will not be considered in this procurement.

A.2. Description of Supplies/Services:

The FMTV is a medium (5 ton) and a light medium (2 1/2 ton) tactical vehicle family. The FMTV operates as multi-purpose transport and utility vehicles and they are used worldwide. They operate in all weather and climatic conditions and replace existing 2 1/2 and 5 ton vehicle models. The overall acquisition requires vehicle models with options contained herein.

A.2.1 Phase II Competitive Production. Phase II of the proposed acquisition is for the production of vehicles, identified by the models listed below, and System Technical Support over a period of five years. Each contract base year (FY03-07) will also include a 100% option to support other United States customers and Foreign Military Sales (FMS). See Sections B and H for specific details about production quantities, models and options.

Model	NSN	Nomenclature
M1078A1	2320-01-447-6343	LMTV Cargo w/o winch
M1078A1	2320-01-447-3888	LMTV Cargo w/winch
M1079A1	2320-01-447-4938	LMTV Van w/o winch
M1083A1	2320-01-447-3890	MTV Cargo w/o winch
M1083A1	2320-01-447-3884	MTV Cargo w/winch
M1084A1	2320-01-447-3887	MTV Cargo w/MHE
M1085A1	2320-01-447-3891	MTV Cargo, LWB
M1086A1	2320-01-447-3895	MTV Cargo, LWB w/MHE
XM1087A1	2320-01-459-0362	MTV Expansible Van
M1088A1	2320-01-447-3893	MTV Tractor w/o winch
M1088A1	2320-01-447-3900	MTV Tractor w/winch
M1089A1	2320-01-447-3892	MTV Wrecker w/winch
M1090A1	2320-01-447-3899	MTV Dump w/o winch
M1090A1	2320-01-447-6344	MTV Dump w/winch
M1082	2320-01-449-1775	Trailer, LMTV Cargo
M1095	2320-01-449-1776	Trailer, MTV Cargo

A.2.1.1 Reserved

A.2.1.2 Other Fixed-Price Options (Section H). There are currently no requirements for the following models; however, the RFP will

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include the provision for fixed-price options:

Model	NSN	Nomenclature
M1079A1	2320-01-447-4933	Truck, Van, LMTV w/winch
M1080A1	2320-01-447-6345	Truck, Chassis, LMTV w/o winch
M1084A1/RSV	2320-01-495-0110	Truck, Cargo, MTV (HIMARS RSV)
M1092A1	2320-01-447-3894	Truck, Chassis, MTV w/o winch
M1085A1	2320-01-447-3897	Truck, Cargo, MTV, LWB
M1096A1	2320-01-447-3885	MTV Chassis LWB

Alternate Paint Requirement
Follow-on Production Testing, PY 2, 3, 4 and 5
Cold Regions Arctic Testing
Mobility Testing/ WES
Accelerated Corrosion Test
First Article Test - LHS
First Article Test - HIMARS Chassis/HIMARS RSV
Limited User Testing - LHS
New Equipment Training - LUT - MTV LHS
New Equipment Training - LUT - MTV LHS Trailer
Corrosion Prevention Compound - Carwell
Program Support per vehicle associated with each model listed above, separately priced.

A.2.1.3 Cost-Plus-Fixed-Fee Options (Section H). The RFP contains the following Cost-Plus-Fixed-Fee options for System Technical Support (STS).

STS - PY1	75,000 manhours
MTR - OCONUS - Year 1	1,200 mandays
MTR - CONUS - Year 1	3,120 mandays
STS - PY2	100,000 manhours
MTR - OCONUS- Year 2	1,200 mandays
MTR - CONUS - Year 2	3,120 mandays
STS - PY3	100,000 manhours
MTR - OCONUS - Year 3	1,200 mandays
MTR - CONUS - Year 3	3,120 mandays
STS - PY4	100,000 manhours
MTR - OCONUS - Year 4	1,200 mandays
MTR - CONUS - Year 4	3,120 mandays
STS - PY5	100,000 manhours
MTR - OCONUS - Year 5	1,200 mandays
MTR - CONUS - Year 5	3,120 mandays

A.2.1.4 Ceiling Priced Options. The following models are not included in the base quantity, but will be included in Section H as ceiling priced options:

Model	NSN	Nomenclature
XM1140	2320-01-491-3436	HIMARS Launcher Chassis
TBD	TBD	MTV Load Handling System (LHS) Truck
TBD	TBD	LHS Trailer

Program Support per vehicle associated with each model listed above, separately priced.

A.2.2 Contractor TDP Warranty and Configuration Definitions are defined in Sections C.1.2 and H.5.2.5.

A.2.3 Government Requirements in the ATPD 2131C, Attachment 1.

Some system requirements contained in the ATPD 2131C in this final solicitation are subject to change due to the current staffing of the Joint Service Operational Requirements (JSOR).

A.3 Phase II Competitive Production Source Selection Evaluation. This summary of the Government's proposed acquisition strategy for the Phase II Competitive Production source selection evaluation is being provided so that all Offerors may understand how their

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-S193 MOD/AMD</p>	<p style="text-align: center;">Page 5 of 275</p>
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Name of Offeror or Contractor:

Phase I Competitive Evaluation participation results will be used. The evaluation of the proposals submitted will be assessed in Two Steps as follows.

A.3.1 Step 1 - Acceptable/Unacceptable Evaluation Criteria. Under Step 1, proposals will be evaluated on an Acceptable/Unacceptable basis considering successful achievement of Phase I Exit Criteria. Only Offerors who have successfully achieved Phase I Exit Criteria, will be rated Acceptable and will be eligible for evaluation and award under the Step 2 Evaluation. Proposals which are rated Unacceptable under Step 1 will be eliminated from the competition.

A.3.2 Step 2 - Source Selection Trade-Off Evaluation Criteria.

A.3.2.1 Only those proposals which are rated Acceptable under the Step 1 Acceptable/Unacceptable Evaluation will be Evaluated under Step 2.

A.3.2.2 The Phase II evaluation will involve the evaluation of Proposals in 5 Evaluation Areas:

- a. Life Cycle Cost Area
- b. Technical/Logistics Area
- c. Contract Price Area
- d. Past Performance/Small Business Participation Area
- e. Production Capability Area

The Areas of Life Cycle Cost, Technical/Logistics and Contract Price are approximately equal in importance, and are each significantly more important than each of the Areas of Past Performance/Small Business Participation and Production Capability. The Areas of Past Performance/Small Business Participation and Production Capability are equal in importance. Additionally, as required by FAR 15.304(e) the Life Cycle Cost and Contract Price Areas, when combined, are more important than the remaining three Areas (Technical/Logistics, Past Performance/Small Business Participation and Production Capability). The Areas Technical/Logistics and Past Performance/Small Business Participation are further sub-divided into Elements.

A.3.3 See Section M for more detailed information on the evaluation criteria.

A.4 Program Year Call-ups. See Section H.12 for the criteria for Program Year call-ups.

A.5 Government Execution. The Offeror is cautioned that conduct of this program, or the items discussed above, in no way obligates the Government to carry out a future procurement of the FMTV. While the Competitive Evaluation and Production strategy is based on current acquisition planning, the Government reserves the right to alter, amend, or cancel its current planning without notice to the public. By participating in this program, the Offeror agrees that no obligation on the part of the Government is thereby created regarding any future acquisitions.

A.6 Partnering. In an effort to most effectively accomplish the Production Contract, the Government will include a provision incorporating the concept of "partnering" with the successful contractor. Partnering is an extra-contractual process used to reduce adversarial attitudes, improve trust and communication, build teamwork, and utilize Alternative Disputes Resolution to resolve differences, if necessary, as a first resort. This cooperative relationship will strive to draw on the strengths of each organization in an effort to achieve a quality product, at the prices offered and on schedule. This effort will be bilateral in make-up, at each partys expense, and participation will be completely voluntary.

A.7 Questions and comments to this solicitation should be prepared in the following format:

- a. In MS Word format, easily severable
- b. Individually numbered, if there are subsets to a questions, please mark, "a, b, c," etc.

Questions/comments may be sent in incrementally, via e-mail by 23 Sep 02 to mikad@tacom.army.mil and victorj@tacom.army.mil.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
1001	<u>Supplies or Services and Prices/Costs</u>				
1001AA	<u>PY1 PROGRAM SUPPORT</u>	1	LO		\$ _____
	NOUN: PY1 PROGRAM SUPPORT SECURITY CLASS: Unclassified PROGRAM YEAR: 1 The Contractor shall perform all of the Program Support requirements for Program Year 1 as required in Section C.2. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY1 DATA REQUIREMENTS</p> <p>NOUN: PY1 DATA REQUIREMENTS SECURITY CLASS: Unclassified PROGRAM YEAR: 1</p> <p>The Contractor shall submit all Technical Data for Program Year 1 as set forth in Exhibit A, "Contract Data Requirements List (CDRL)."</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY1 OPTIONS</p> <p>NOUN: PY1 OPTIONS SECURITY CLASS: Unclassified PROGRAM YEAR: 1</p> <p>The Contractor's prices for Program Year 1 options for this contract are contained in Attachment 038. The attachment contains options for the following:</p> <p>a. Paint and Kit Options to be applied to non-option vehicles IAW H.9.3, H.9.2.2, H.9.1.7 and H.9.2.1</p> <p>b. Vehicle Options IAW H.9.1</p> <p>c. Paint and Kit Options to be applied to option vehicles IAW H.9.1.7, H.9.2.1, H.9.2.2, and H.9.3</p> <p>d. System Technical Services Options IAW H.9.6</p> <p>e. STS - CONUS Maintenance Technical Representative Options IAW H.9.6</p> <p>f. STS - OCONUS Maintenance Technical Representative Options IAW H.9.6</p> <p>g. Test Support Services Options IAW H.9.4 and H.9.5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>			\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101	<u>Supplies or Services and Prices/Costs</u>				
1101AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1078A1, LMTV 2.5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-6343 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 142 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	142	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101AB	<div><div>PY1 PRODUCTION VEHICLE</div><div><div>NOUN: M1078A1 CARGO TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 1</div><div>M1078A1 LMTV 2.5 Ton Cargo Truck, w/o Winch, Tan Paint, as required by Section C.1.2.</div><div>NSN: 2320-01-447-6343</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 23 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div> <td>23</td> <td>EA</td> <td>\$</td> <td>\$</td>	23	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102	<u>Supplies or Services and Prices/Costs</u>				
1102AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3888 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 22 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	22	EA	\$ _____	\$ _____

[illegible]

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1104AB	<p><u>PY1 PRODUCTION VEHICLE</u></p> <p>NOUN: M1082 LMTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 1</p> <p>M1082, LMTV 2.5 Ton Trailer, Tan, as required by Section C.1.2.</p> <p>NSN: 2320-01-449-1775</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> UNIT PACK: 1</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 169 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	169	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1105	<u>Supplies or Services and Prices/Costs</u>				
1105AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1083A1, MTV 5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3890 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 10 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	10	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1106	<u>Supplies or Services and Prices/Costs</u>				
1106AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1083A1, MTV 5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3884 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 8 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	8	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1107	<u>Supplies or Services and Prices/Costs</u>				
1107AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1084A1 CARGO W/O WINCH W/MHE SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1084A1, MTV 5 Ton Cargo Truck, w/o Winch, w/MHE Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3887 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 12 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	12	EA	\$	\$

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1108AB	<p>PY1 PRODUCTION VEHICLE</p> <p>NOUN: M1085A1 LWB TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 1</p> <p>M1085A1, MTV 5 Ton LWB Cargo Truck, w/o Winch, Tan, as required by Section C.1.2.</p> <p>NSN: 2320-01-447-3891</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> UNIT PACK: 1</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	2	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1110	<u>Supplies or Services and Prices/Costs</u>				
1110AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1086A1 LWB TRK W/O W, W/MHE SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1086A1, MTV 5 Ton LWB Cargo Truck, w/o Winch, w/MHE, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3895 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 9 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	9	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1110AB	<p><u>PY1 PRODUCTION VEHICLE</u></p> <p>NOUN: M1086A1 LWB TRK W/O W, W/MHE SECURITY CLASS: Unclassified PROGRAM YEAR: 1</p> <p>M1086A1, MTV 5 Ton LWB Cargo Truck, w/o Winch, w/MHE, Tan, as required by Section C.1.2.</p> <p>NSN: 2320-01-447-3895</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> UNIT PACK: 1</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	2	EA	\$	\$

[illegible]

[illegible]

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1117	<u>Supplies or Services and Prices/Costs</u>				
1117AA	<u>PY1 PRODUCTION VEHICLE</u> NOUN: M1095 MTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 1 M1095, MTV 5 Ton Trailer, Camouflage, as required by Section C.1.2. NSN: 2330-01-449-1776 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	2	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1130	<u>Supplies or Services and Prices/Costs</u>				
1130AA	<u>PY1 FEDERAL RETAIL EXCISE TAX</u> NOUN: PY1 FEDERAL RETAIL EXCISE TAX SECURITY CLASS: Unclassified PROGRAM YEAR: 1 Federal Retail Excise Tax applicable for selected Program Year 1 Vehicles shipped CONUS. This is a Cost-Reimbursement SLIN. The Contractor shall complete the following table and enter the total in the amount column. Applicable FRET <u>SLIN</u> <u>per Vehicle</u> <u>QTY</u> <u>AMOUNT</u> 1105AA \$ \$ 1106AA \$ \$ 1107AA \$ \$ 1108AA \$ \$ 1108AB \$ \$ 1110AA \$ \$ 1110AB \$ \$ 1111AA \$ \$ 1113AA \$ \$ 1115AA \$ \$ 1115AB \$ \$ 1116AA \$ \$ 1116AB \$ \$ TOTAL \$ (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY2 DATA REQUIREMENTS</p> <p>NOUN: PY2 DATA REQUIREMENTS SECURITY CLASS: Unclassified PROGRAM YEAR: 2</p> <p>The Contractor shall submit all Technical Data for Program Year 2 as set forth in Exhibit A, "Contract Data Requirements List (CDRL)."</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2101	<u>Supplies or Services and Prices/Costs</u>				
2101AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1078A1, LMTV 2.5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-6343 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 388 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	388	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2101AB	<div><div>PY2 PRODUCTION VEHICLE</div><div><div>NOUN: M1078A1 CARGO TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 2</div><div>M1078A1 LMTV 2.5 Ton Cargo Truck, w/o Winch, Tan Paint, as required by Section C.1.2.</div><div>NSN: 2320-01-447-6343</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 39 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div> <td>39</td> <td>EA</td> <td>\$</td> <td>\$</td>	39	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2102	<u>Supplies or Services and Prices/Costs</u>				
2102AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3888 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 90 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	90	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2102AB	<div><div>PY2 PRODUCTION VEHICLE</div><div><div>NOUN: M1078A1 CARGO TRUCK W/WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 2</div><div>M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Tan Paint, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3888</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 7 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div>	7	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2103	<u>Supplies or Services and Prices/Costs</u>				
2103AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1079A1 LMTV VAN W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1079A1, LMTV 2.5 Ton Van, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-4938 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 14 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	14	EA	\$	\$

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2104AB	<div><div>PY2 PRODUCTION VEHICLE</div><div><div>NOUN: M1082 LMTV TRAILER</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 2</div></div><div>M1082, LMTV 2.5 Ton Trailer, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-449-1775</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div></div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div>001303UNDEFINITIZED</div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div>	303	EA	\$	\$

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2106	<u>Supplies or Services and Prices/Costs</u>				
2106AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1083A1, MTV 5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3884 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 96 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	96	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2107	<u>Supplies or Services and Prices/Costs</u>				
2107AA	PY2 PRODUCTION VEHICLE NOUN: M1084A1 CARGO W/O WINCH W/MHE SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1084A1, MTV 5 Ton Cargo Truck, w/o Winch, w/MHE Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3887 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 7 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	7	EA	\$ _____ \$ _____	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2107AB	<div><div>PY2 PRODUCTION VEHICLE</div><div><div>NOUN: M1084A1 CARGO W/O WINCH W/MHE</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 2</div><div>M1084A1, MTV 5 Ton Cargo Truck, w/o Winch, w/MHE Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3887</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>2</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	2	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2108	<u>Supplies or Services and Prices/Costs</u>				
2108AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1085A1 LWB TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1085A1, MTV 5 Ton LWB Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3891 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 13 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	13	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2108AB	<div><div>PY2 PRODUCTION VEHICLE</div><div><div>NOUN: M1085A1 LWB TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 2</div><div>M1085A1, MTV 5 Ton LWB Cargo Truck, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3891</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>2</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	2	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2111	<u>Supplies or Services and Prices/Costs</u>				
2111AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1088A1 TRACTOR W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1088A1, MTV 5 Ton Tractor, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3893 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 176 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	176	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2111AB	<div><div>PY2 PRODUCTION VEHICLE</div><div><div>NOUN: M1088A1 TRACTOR W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 2</div><div>M1088A1, MTV 5 Ton Tractor, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3893</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div><div>0016UNDEFINITIZED</div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div></div>	6	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2112	<u>Supplies or Services and Prices/Costs</u>				
2112AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1088A1 TRACTOR W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1088A1, MTV 5 Ton Tractor, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3900 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 10 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	10	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2113	<u>Supplies or Services and Prices/Costs</u>				
2113AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1089A1 WRECKER W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1089A1, MTV 5 Ton Wrecker, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3892 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 39 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	39	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2116	<u>Supplies or Services and Prices/Costs</u>				
2116AB	<u>PY2 PRODUCTION VEHICLE</u> NOUN: XM1087A1 EXPANS VAN W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 2 XM1087A1, MTV 5 Ton Expansible Van, w/o Winch, Tan, as required by Section C.1.2. NSN: 2320-01-459-0362 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 57 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	57	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2117	<u>Supplies or Services and Prices/Costs</u>				
2117AA	<u>PY2 PRODUCTION VEHICLE</u> NOUN: M1095 MTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 2 M1095, MTV 5 Ton Trailer, Camouflage, as required by Section C.1.2. NSN: 2330-01-449-1776 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 83 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	83	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																												
2130	<u>Supplies or Services and Prices/Costs</u>																																																																																
2130AA	<u>PY2 FEDERAL RETAIL EXCISE TAX</u> NOUN: PY2 FEDERAL RETAIL EXCISE TAX SECURITY CLASS: Unclassified PROGRAM YEAR: 2 Federal Retail Excise Tax applicable for selected Program Year 2 Vehicles shipped CONUS. This is a Cost-Reimbursement SLIN. The Contractor shall complete the following table and enter the total in the amount column. <table><tr><th></th><th>Applicable FRET</th><th></th><th></th></tr><tr><th><u>SLIN</u></th><th><u>per Vehicle</u></th><th><u>QTY</u></th><th><u>AMOUNT</u></th></tr><tr><td>2105AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2106AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2107AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2107AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2108AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2108AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2109AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2109AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2110AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2110AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2111AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2111AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2112AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2112AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2113AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>2116AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td colspan="3">TOTAL</td><td>\$ _____</td></tr></table> (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin		Applicable FRET			<u>SLIN</u>	<u>per Vehicle</u>	<u>QTY</u>	<u>AMOUNT</u>	2105AA	\$ _____		\$ _____	2106AA	\$ _____		\$ _____	2107AA	\$ _____		\$ _____	2107AB	\$ _____		\$ _____	2108AA	\$ _____		\$ _____	2108AB	\$ _____		\$ _____	2109AA	\$ _____		\$ _____	2109AB	\$ _____		\$ _____	2110AA	\$ _____		\$ _____	2110AB	\$ _____		\$ _____	2111AA	\$ _____		\$ _____	2111AB	\$ _____		\$ _____	2112AA	\$ _____		\$ _____	2112AB	\$ _____		\$ _____	2113AA	\$ _____		\$ _____	2116AB	\$ _____		\$ _____	TOTAL			\$ _____	1	LO		\$ _____
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2105AA	\$ _____		\$ _____																																																																														
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2109AA	\$ _____		\$ _____																																																																														
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2112AB	\$ _____		\$ _____																																																																														
2113AA	\$ _____		\$ _____																																																																														
2116AB	\$ _____		\$ _____																																																																														
TOTAL			\$ _____																																																																														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>Deliveries or Performance</div> <div>DLVR SCH</div> <div><div>REL CD</div><div>001</div></div> <div><div>QUANTITY</div><div>1</div></div> <div><div>DATE</div><div>UNDEFINITIZED</div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	<u>Supplies or Services and Prices/Costs</u>				
3001AA	<u>PY3 PROGRAM SUPPORT</u> NOUN: PY3 PROGRAM SUPPORT SECURITY CLASS: Unclassified PROGRAM YEAR: 3 The Contractor shall perform all of the Program Support requirements for Program Year 3 as required in Section C.2. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY3 DATA REQUIREMENTS</p> <p>NOUN: PY3 DATA REQUIREMENTS SECURITY CLASS: Unclassified PROGRAM YEAR: 3</p> <p>The Contractor shall submit all Technical Data for Program Year 3 as set forth in Exhibit A, "Contract Data Requirements List (CDRL)."</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY3 OPTIONS</p> <p>NOUN: PY3 OPTIONS SECURITY CLASS: Unclassified PROGRAM YEAR: 3</p> <p>The Contractor's prices for Program Year 3 options for this contract are contained in Attachment 038. The attachment contains options for the following:</p> <ul style="list-style-type: none"> a. Paint and Kit Options to be applied to non-option vehicles IAW H.9.3, H.9.2.2, H.9.1.7 and H.9.2.1 b. Vehicle Options IAW H.9.1 c. Paint and Kit Options to be applied to option vehicles IAW H.9.1.7, H.9.2.1, H.9.2.2, and H.9.3 d. System Technical Services Options IAW H.9.6 e. STS - CONUS Maintenance Technical Representative Options IAW H.9.6 f. STS - OCONUS Maintenance Technical Representative Options IAW H.9.6 g. Test Support Services Options IAW H.9.4 and H.9.5 <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3102	<u>Supplies or Services and Prices/Costs</u>				
3102AA	<u>PY3 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 3 M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3888 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 143 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	143	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3103	<u>Supplies or Services and Prices/Costs</u>				
3103AA	<u>PY3 PRODUCTION VEHICLE</u> NOUN: M1079A1 LMTV VAN W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 3 M1079A1, LMTV 2.5 Ton Van, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-4938 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 14 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	14	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3104	<u>Supplies or Services and Prices/Costs</u>				
3104AA	<u>PY3 PRODUCTION VEHICLE</u> NOUN: M1082 LMTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 3 M1082, LMTV 2.5 Ton Trailer, Camouflage, as required by Section C.1.2. NSN: 2320-01-449-1775 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 577 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	577	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3104AB	<div><div>PY3 PRODUCTION VEHICLE</div><div><div>NOUN: M1082 LMTV TRAILER</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 3</div></div><div>M1082, LMTV 2.5 Ton Trailer, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-449-1775</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div></div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div>001259UNDEFINITIZED</div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div>	259	EA	\$	\$

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3106	<u>Supplies or Services and Prices/Costs</u>				
3106AA	<u>PY3 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 3 M1083A1, MTV 5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3884 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 99 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	99	EA	\$ _____	\$ _____

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3113	<u>Supplies or Services and Prices/Costs</u>				
3113AA	<u>PY3 PRODUCTION VEHICLE</u> NOUN: M1089A1 WRECKER W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 3 M1089A1, MTV 5 Ton Wrecker, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3892 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 23 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	23	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3114	<u>Supplies or Services and Prices/Costs</u>				
3114AA	<p>PY3 PRODUCTION VEHICLE</p> <p>NOUN: M1090A1 DUMP TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 3</p> <p>M1090A1, MTV 5 Ton Dump Truck, w/o Winch, Camouflage, as required by Section C.1.2.</p> <p>NSN: 2320-01-447-3899</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> UNIT PACK: 1</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 18 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	18	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3114AB	<div><div>PY3 PRODUCTION VEHICLE</div><div><div>NOUN: M1090A1 DUMP TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 3</div><div>M1090A1, MTV 5 Ton Dump Truck, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3899</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>17</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	17	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3115	<u>Supplies or Services and Prices/Costs</u>				
3115AA	PY3 PRODUCTION VEHICLE NOUN: M1090A1 DUMP TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 3 M1090A1, MTV 5 Ton Dump Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3899 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 10 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	10	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3116AB	<div><div>PY3 PRODUCTION VEHICLE</div><div><div>NOUN: XM1087A1 EXPANS VAN W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 3</div><div><div>XM1087A1, MTV 5 Ton Expansible Van, w/o Winch,</div><div>Tan, as required by Section C.1.2.</div></div><div>NSN: 2320-01-459-0362</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>15</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div></div><td>15</td><td>EA</td><td>\$</td><td>\$</td></div>	15	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY4 DATA REQUIREMENTS</p> <p>NOUN: PY4 DATA REQUIREMENTS SECURITY CLASS: Unclassified PROGRAM YEAR: 4</p> <p>The Contractor shall submit all Technical Data for Program Year 4 as set forth in Exhibit A, "Contract Data Requirements List (CDRL)."</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY4 OPTIONS</p> <p>NOUN: PY4 OPTIONS SECURITY CLASS: Unclassified PROGRAM YEAR: 4</p> <p>The Contractor's prices for Program Year 4 Options for this contract are contained in Attachment 038. The attachment contains options for the following:</p> <p>a. Paint and Kit Options to be applied to non-option vehicles IAW H.9.3, H.9.2.2, H.9.1.7 and H.9.2.1</p> <p>b. Vehicle Options IAW H.9.1</p> <p>c. Paint and Kit Options to be applied to option vehicles IAW H.9.1.7, H.9.2.1, H.9.2.2, and H.9.3</p> <p>d. System Technical Services Options IAW H.9.6</p> <p>e. STS - CONUS Maintenance Technical Representative Options IAW H.9.6</p> <p>f. STS - OCONUS Maintenance Technical Representative Options IAW H.9.6</p> <p>g. Test Support Services Options IAW H.9.4 and H.9.5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>			\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4101	<u>Supplies or Services and Prices/Costs</u>				
4101AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1078A1, LMTV 2.5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-6343 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 533 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	533	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4101AB	<div><div>PY4 PRODUCTION VEHICLE</div><div><div>NOUN: M1078A1 CARGO TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 4</div><div>M1078A1 LMTV 2.5 Ton Cargo Truck, w/o Winch, Tan Paint, as required by Section C.1.2.</div><div>NSN: 2320-01-447-6343</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 180 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div> <div>180</div> <div>EA</div> <div>\$</div> <div>\$</div>				

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4102AB	<div><div>PY4 PRODUCTION VEHICLE</div><div><div>NOUN: M1078A1 CARGO TRUCK W/WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 4</div><div>M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Tan Paint, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3888</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 36 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div> <div>36</div> <div>EA</div> <div>\$</div> <div>\$</div>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4103	<u>Supplies or Services and Prices/Costs</u>				
4103AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1079A1 LMTV VAN W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1079A1, LMTV 2.5 Ton Van, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-4938 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 25 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	25	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4104	<u>Supplies or Services and Prices/Costs</u>				
4104AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1082 LMTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1082, LMTV 2.5 Ton Trailer, Camouflage, as required by Section C.1.2. NSN: 2320-01-449-1775 <div>(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 902 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	902	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4105	<u>Supplies or Services and Prices/Costs</u>				
4105AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1083A1, MTV 5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3890 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 330 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	330	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4106	<u>Supplies or Services and Prices/Costs</u>				
4106AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1083A1, MTV 5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3884 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 48 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	48	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4106AB	<div><div>PY4 PRODUCTION VEHICLE</div><div><div>NOUN: M1083A1 CARGO TRUCK W/WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 4</div><div>M1083A1, MTV 5 Ton Cargo Truck, w/Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3884</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>19</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	19	EA	\$	\$

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4111AB	<div><div>PY4 PRODUCTION VEHICLE</div><div><div>NOUN: M1088A1 TRACTOR W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 4</div><div>M1088A1, MTV 5 Ton Tractor, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3893</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>36</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	36	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4112	<u>Supplies or Services and Prices/Costs</u>				
4112AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1088A1 TRACTOR W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1088A1, MTV 5 Ton Tractor, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3900 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 7 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	7	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4112AB	<div>PY4 PRODUCTION VEHICLE</div> <div>NOUN: M1088A1 TRACTOR W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4</div> <div>M1088A1, MTV 5 Ton Tractor, w/Winch, Tan, as required by Section C.1.2.</div> <div>NSN: 2320-01-447-3900</div> <div>(End of narrative B001)</div> <div>Packaging and Marking UNIT PACK: 1</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 4 UNDEFINITIZED</div> <div>FOB POINT: Origin</div> <div>SHIP TO: FREIGHT ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>	4	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4113	<u>Supplies or Services and Prices/Costs</u>				
4113AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1089A1 WRECKER W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1089A1, MTV 5 Ton Wrecker, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3892 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 38 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	38	EA	\$ _____	\$ _____

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4116AB	<div><div>PY4 PRODUCTION VEHICLE</div><div><div>NOUN: M1087A1 EXPANS VAN W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 4</div><div><div>XM1087A1, MTV 5 Ton Expansible Van, w/o Winch,</div><div>Tan, as required by Section C.1.2.</div></div><div>NSN: 2320-01-459-0362</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>38</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div></div><td>38</td><td>EA</td><td>\$</td><td>\$</td></div>	38	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4117	<u>Supplies or Services and Prices/Costs</u>				
4117AA	<u>PY4 PRODUCTION VEHICLE</u> NOUN: M1095 MTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 4 M1095, MTV 5 Ton Trailer, Camouflage, as required by Section C.1.2. NSN: 2330-01-449-1776 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 107 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	107	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4117AB	<div>PY4 PRODUCTION VEHICLE</div> <div>NOUN: M1095 MTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 4</div> <div>M1095, MTV 5 Ton Trailer, Tan, as required by Section C.1.2.</div> <div>NSN: 2330-01-449-1776</div> <div>(End of narrative B001)</div> <div>Packaging and Marking UNIT PACK: 1</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 68 UNDEFINITIZED</div> <div>FOB POINT: Origin</div> <div>SHIP TO: FREIGHT ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>	68	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
4130	<u>Supplies or Services and Prices/Costs</u>																																																																
4130AA	<u>PY4 FEDERAL RETAIL EXCISE TAX</u> NOUN: PY4 FEDERAL RETAIL EXCISE TAX SECURITY CLASS: Unclassified PROGRAM YEAR: 4 Federal Retail Excise Tax applicable for selected Program Year 4 Vehicles shipped CONUS. This is a Cost-Reimbursement SLIN. The Contractor shall complete the following table and enter the total in the amount column. <table><tr><td></td><td>Applicable FRET</td><td></td><td></td></tr><tr><td><u>SLIN</u></td><td><u>per Vehicle</u></td><td><u>QTY</u></td><td><u>AMOUNT</u></td></tr><tr><td>4105AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4106AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4106AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4111AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4111AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4112AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4112AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4113AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4116AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>4116AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td></td><td>TOTAL</td><td></td><td>\$ _____</td></tr></table> (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>UNDEFINITIZED</td></tr></table>		Applicable FRET			<u>SLIN</u>	<u>per Vehicle</u>	<u>QTY</u>	<u>AMOUNT</u>	4105AA	\$ _____		\$ _____	4106AA	\$ _____		\$ _____	4106AB	\$ _____		\$ _____	4111AA	\$ _____		\$ _____	4111AB	\$ _____		\$ _____	4112AA	\$ _____		\$ _____	4112AB	\$ _____		\$ _____	4113AA	\$ _____		\$ _____	4116AA	\$ _____		\$ _____	4116AB	\$ _____		\$ _____		TOTAL		\$ _____	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO	\$ _____
	Applicable FRET																																																																
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CONTINUATION SHEET	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-R-S193 MOD/AMD</p>	<p align="right">Page 93 of 275</p>
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY5 DATA REQUIREMENTS</p> <p>NOUN: PY5 DATA REQUIREMENTS SECURITY CLASS: Unclassified PROGRAM YEAR: 5</p> <p>The Contractor shall submit all Technical Data for Program Year 5 as set forth in Exhibit A, "Contract Data Requirements List (CDRL)."</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>PY5 OPTIONS</p> <p>NOUN: PY5 OPTIONS SECURITY CLASS: Unclassified PROGRAM YEAR: 5</p> <p>The Contractor's prices for Program Year 5 options for this contract are contained in Attachment 038. The attachment contains options for the following:</p> <ul style="list-style-type: none"> a. Paint and Kit Options to be applied to non-option vehicles IAW H.9.3, H.9.2.2, H.9.1.7 and H.9.2.1 b. Vehicle Options IAW H.9.1 c. Paint and Kit Options to be applied to option vehicles IAW H.9.1.7, H.9.2.1, H.9.2.2, and H.9.3 d. System Technical Services Options IAW H.9.6 e. STS - CONUS Maintenance Technical Representative Options IAW H.9.6 f. STS - OCONUS Maintenance Technical Representative Options IAW H.9.6 g. Test Support Services Options IAW H.9.4 and H.9.5 <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5101	<u>Supplies or Services and Prices/Costs</u>				
5101AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1078A1, LMTV 2.5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-6343 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 615 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	615	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5101AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1078A1 CARGO TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div><div>M1078A1 LMTV 2.5 Ton Cargo Truck, w/o Winch, Tan Paint, as required by Section C.1.2.</div><div>NSN: 2320-01-447-6343</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 330 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div> <div>330</div> <div>EA</div> <div>\$</div> <div>\$</div>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5102	<u>Supplies or Services and Prices/Costs</u>				
5102AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1078A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3888 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 80 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	80	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5102AB	<p><u>PY5 PRODUCTION VEHICLE</u></p> <p>NOUN: M1078A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5</p> <p>M1078A1, LMTV 2.5 Ton Cargo Truck, w/Winch, Tan Paint, as required by Section C.1.2.</p> <p>NSN: 2320-01-447-3888</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> UNIT PACK: 1</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5103	<u>Supplies or Services and Prices/Costs</u>				
5103AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1079A1 LMTV VAN W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1079A1, LMTV 2.5 Ton Van, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-4938 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 8 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	8	EA	\$ _____	\$ _____

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5104AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1082 LMTV TRAILER</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div></div><div>M1082, LMTV 2.5 Ton Trailer, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-449-1775</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div></div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div>001600UNDEFINITIZED</div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div>	600	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5105	<u>Supplies or Services and Prices/Costs</u>				
5105AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1083A1, MTV 5 Ton Cargo Truck, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3890 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 205 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	205	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5105AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1083A1 CARGO TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div><div>M1083A1, MTV 5 Ton Cargo Truck, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3890</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>96</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	96	EA	\$	\$

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<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-R-S193 MOD/AMD</p>	<p align="center">Page 105 of 275</p>
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<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-R-S193 MOD/AMD</p>	<p align="center">Page 105 of 275</p>
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5106	<u>Supplies or Services and Prices/Costs</u>				
5106AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1083A1 CARGO TRUCK W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1083A1, MTV 5 Ton Cargo Truck, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3884 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 58 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	58	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5107	<u>Supplies or Services and Prices/Costs</u>				
5107AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1084A1 CARGO W/O WINCH W/MHE SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1084A1, MTV 5 Ton Cargo Truck, w/o Winch, w/MHE Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3887 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 27 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	27	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5107AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1084A1 CARGO W/O WINCH W/MHE</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div><div>M1084A1, MTV 5 Ton Cargo Truck, w/o Winch, w/MHE Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3887</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div><div>0012UNDEFINITIZED</div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div></div>	2	EA	\$	\$

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5108AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1085A1 LWB TRUCK W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div><div>M1085A1, MTV 5 Ton LWB Cargo Truck, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3891</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 11 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div>	11	EA	\$	\$

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Name of Offeror or Contractor:

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5111AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1088A1 TRACTOR W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div><div>M1088A1, MTV 5 Ton Tractor, w/o Winch, Tan, as required by Section C.1.2.</div><div>NSN: 2320-01-447-3893</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>48</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	48	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5112	<u>Supplies or Services and Prices/Costs</u>				
5112AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1088A1 TRACTOR W/WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1088A1, MTV 5 Ton Tractor, w/Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-447-3900 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	2	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5116	<u>Supplies or Services and Prices/Costs</u>				
5116AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: XM1087A1 EXPANS VAN W/O WINCH SECURITY CLASS: Unclassified PROGRAM YEAR: 5 XM1087A1, MTV 5 Ton Expansible Van, w/o Winch, Camouflage, as required by Section C.1.2. NSN: 2320-01-459-0362 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 106 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	106	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5116AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: XM1087A1 EXPANS VAN W/O WINCH</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div></div><div><div>XM1087A1, MTV 5 Ton Expansible Van, w/o Winch,</div><div>Tan, as required by Section C.1.2.</div></div><div><div>NSN: 2320-01-459-0362</div><div>(End of narrative B001)</div></div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div></div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>001</div></div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>40</div><div>UNDEFINITIZED</div></div></div><div><div>FOB POINT: Origin</div></div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div><div>(SHIP-TO) WILL BE FURNISHED PRIOR</div><div>TO THE SCHEDULED DELIVERY DATE FOR</div><div>ITEMS REQUIRED UNDER THIS</div><div>REQUISITION.</div></div></div>	40	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5117	<u>Supplies or Services and Prices/Costs</u>				
5117AA	<u>PY5 PRODUCTION VEHICLE</u> NOUN: M1095 MTV TRAILER SECURITY CLASS: Unclassified PROGRAM YEAR: 5 M1095, MTV 5 Ton Trailer, Camouflage, as required by Section C.1.2. NSN: 2330-01-449-1776 (End of narrative B001) <u>Packaging and Marking</u> UNIT PACK: 1 <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 185 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	185	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5117AB	<div><div>PY5 PRODUCTION VEHICLE</div><div><div>NOUN: M1095 MTV TRAILER</div><div>SECURITY CLASS: Unclassified</div><div>PROGRAM YEAR: 5</div><div>M1095, MTV 5 Ton Trailer, Tan, as required by Section C.1.2.</div><div>NSN: 2330-01-449-1776</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>UNIT PACK: 1</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>51</div><div>UNDEFINITIZED</div></div></div><div>FOB POINT: Origin</div><div><div>SHIP TO: FREIGHT ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div></div></div></div></div></div>	51	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																								
5130	<u>Supplies or Services and Prices/Costs</u>																																																												
5130AA	<u>PY5 FEDERAL RETAIL EXCISE TAX</u> NOUN: PY5 FEDERAL RETAIL EXCISE TAX SECURITY CLASS: Unclassified PROGRAM YEAR: 5 Federal Retail Excise Tax applicable for selected Program Year 5 Vehicles shipped CONUS. This is a Cost-Reimbursement SLIN. The Contractor shall complete the following table and enter the total in the amount column. <table><tr><td></td><td>Applicable FRET</td><td></td><td></td></tr><tr><td><u>SLIN</u></td><td><u>per Vehicle</u></td><td><u>QTY</u></td><td><u>AMOUNT</u></td></tr><tr><td>5105AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5106AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5106AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5111AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5111AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5112AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5113AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5116AA</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td>5116AB</td><td>\$ _____</td><td></td><td>\$ _____</td></tr><tr><td></td><td>TOTAL</td><td></td><td>\$ _____</td></tr></table> (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>UNDEFINITIZED</td></tr></table>		Applicable FRET			<u>SLIN</u>	<u>per Vehicle</u>	<u>QTY</u>	<u>AMOUNT</u>	5105AA	\$ _____		\$ _____	5106AA	\$ _____		\$ _____	5106AB	\$ _____		\$ _____	5111AA	\$ _____		\$ _____	5111AB	\$ _____		\$ _____	5112AA	\$ _____		\$ _____	5113AA	\$ _____		\$ _____	5116AA	\$ _____		\$ _____	5116AB	\$ _____		\$ _____		TOTAL		\$ _____	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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B.1 ESTIMATED COST, FIXED FEE AND PAYMENT.

B.1.1 The following applies to any available option exercised for System Technical Support (STS), STS CONUS Maintenance Technical Representatives and STS OCONUS Maintenance Technical Representatives.

B.1.2 The Estimated Cost for performance of the Level of Effort (LOE) for the options for System Technical Support (STS), STS CONUS Maintenance Technical Representatives and STS OCONUS Maintenance Technical Representatives is as set forth in Attachment 38, Option Prices. These amounts shall constitute the "Estimated Cost" for the purpose of the contract clause entitled: "Limitation of Cost" FAR 52.232-20.

B.1.3 The fixed fee(s), as set forth in Attachment 38, Option Prices, will be paid to the Contractor at the completion of the LOE specified in those options, following certification by the Contractor that it has exerted the level of effort specified (i.e., hours or mandays as appropriate), and upon such effort considered satisfactory to the Contracting Officer. However, the Contractor may present with each voucher for its costs, a fee voucher in the amount bearing the same percentage for fixed fee as the certification (B.1.3) bears to the total level of effort (i.e., hours or mandays as appropriate).

B.1.4 The individual estimated cost and fixed fee for System Technical Support (STS), STS CONUS Maintenance Technical Representative and STS OCONUS Maintenance Technical Representative effort are based on the Contractor furnishing the level of effort (i.e., hours or mandays as appropriate) for those options. To support payment for work performed under exercised options, the Contractor shall state the level of effort exerted and shall certify that the level of effort has been expended in accomplishment of the work agreed to by the Contractor, with each voucher submitted. The Contractor shall only be paid fee for the hours expended in the level of effort. Any "unused" fee which remains because of "unused " hours shall be deobligated from the contract.

B.1.5 When all of the work directives under a System Technical Support (STS) CLIN have been completed, and in order to facilitate closeout of that CLIN, the Contractor will provide a certificate of completion for DCMA concurrence.

B.1.6 When a STS or MTR option is exercised, the CLIN will contain a narrative showing a "composite hourly/daily billing rate" consisting of the estimated cost per hour/day plus a pro-rated amount of the fixed fee.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

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C.1 Conformance with Specifications, Drawings and Requirements.

C.1.1 Vehicle Deliveries. The Contractor, as an independent Contractor and not as an agent or employee of the Government, shall within the schedule and constraints of this Phase II Competitive Rebuy production contract, deliver FMTV vehicles and other supplies in the quantities and for the prices set forth in Section B, Attachments 37 and 38. The vehicles and supplies shall be in conformance with the requirements as detailed in C.1.2 below.

C.1.2 Vehicle Configuration (as illustrated in Attachment 42). The Family of Medium Tactical Vehicles (FMTV) and associated kits/supplies required to be delivered under this contract shall be manufactured in accordance with the following:

C.1.2.1 Order of Precedence for Technical Requirements. The order of precedence for technical requirements of this contract is as follows:

- 1) Contract Clauses, Sections C, H and E in that order.
- 2) ATPD 2131C (Attachment 1)
- 3) Technical Data Package (Attachments 2 & 3) as modified by C.1.2.5
- 4) Other Attachments (Reference J.1)

NOTE: Section I.1 contains the Order of Precedence for the entire contract.

C.1.2.2 Government Configuration. The Government FMTV A1 CR Configurations includes the applicable specifications, drawings, supporting technical data, and special requirements specified therein. The Government Configuration is made up of the ATPD 2131C (Attachment 1), the Technical Data Package (Attachment 2) and supplemental Engineering Change Proposals (ECPs) and Requests for Deviation (RFDs) provided (Attachment 3). These three attachments combine to make the Government FMTV A1 CR Configuration.

C.1.2.3 Contractor Phase II Proposed Changes (Attachment 18). It is presumed that the Contractor has incorporated into his Phase II changes (Attachment 18) the same changes as proposed and tested in Phase I. Contractor may have, however, added, modified or withdrawn Phase I changes, or added new changes based on the following:

1) Contractor may have proposed new changes as necessary to meet added requirements contained in ATPD 2131C (Attachment 1) or in response to Government baseline Phase I Test Incident Reports (TIRs).

2) Phase I TIRs attributed to Contractor proposed Phase I changes which resulted in Test Work Authorization Documents (TWADs) or Failure Analysis & Corrective Action Reports (FACARs).

3) Contractor Phase I changes which had to be modified or withdrawn because of interface issues related to new Government ECPs (contained in Attachments 2 and 3) incorporated into the TDP since Phase I configured vehicles were tested.

4) In cases of duplication between a Government ECP (Attachments 2 and 3) and a Contractor Phase I ECP, the Contractor has the option to use the ECP of their choice.

5) The Contractor may have determined that, based on business judgement, a Contractor change that may have been successfully tested in Phase I was nevertheless withdrawn in the best interests of the Contractor.

C.1.2.4 TDP Review Change Proposals. For purposes of defining the FMTV A1 CR Production Configuration TDP Baseline, the Government FMTV A1 CR Production Configuration TDP (C.1.2.2) is modified to include Phase I Technical Data Package Review Change Proposals (TDPRCPs) Attachment 40. Attachment 40 is defined as a listing of the TDPRCPs from Phase I (28 November 2000 TDP) and updated to include discrepancies or deficiencies found in the TDP dated 1 May 2002 (Attachment 2) and ECPs/Deviations provided in Attachment 3. Each proposal shall contain the information required in order to correct any data deficiency constituting an actual or practical impossibility which would preclude manufacture or assembly.

C.1.2.5 FMTV A1 CR Production Configuration. The FMTV A1 CR Production Configuration is the Government FMTV A1 CR Configuration (C.1.2.2) plus Contractor Phase II changes (C.1.2.3) plus any TDP Review Change Proposals (C.1.2.4) as contained in the Contractor's final proposal and is part of this contract. This FMTV A1 CR Production Configuration shall be the configuration that the Contractor will purchase parts to and build in accordance with, subject to C.1.2.1, and the configuration that the Contractor will warrant pursuant to H.5.2.5.

C.1.2.6 Within 60 DAC, the Contractor shall submit their Contractor Phase II proposed changes as proposed in Attachment 18 for Government Configuration Control Board (CCB) Evaluation. The ECPs shall be prepared and submitted IAW C.2.2, CDRL A003, DI-CMAN-80639C(T) and Instructions for Preparing ECP Forms, Attachment 6.

C.1.2.7 The Contractor shall submit PPEPs for the items identified in their TDPRCP as submitted in their Phase II proposal. The PPEPs shall be prepared and submitted IAW C.2.2, CDRL A005, DI-CMAN-80639C(T) and Instructions for Preparing ECP Forms, Attachment 6. PPEPs shall be submitted within 90 DAC.

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C.1.2.8 The Contractor shall incorporate into the FMTV A1 CR Production Configuration and production vehicles only those PPEPs/ECPs/VECPs/RFDs that have been approved by the Government and authorized by the PCO.

C.1.2.9 Government Production Configuration and TDP. Following incorporation of all contractor changes as specified in C.1.2.6 and C.1.2.7, the updated configuration shall be designated the Government FMTV A1 CR Production Configuration, and the updated TDP shall be designated the Government FMTV A1 CR Production TDP.

C.1.2.10 Government Rights to Contractor ECPs. To the extent permitted under DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7015,the Government shall have unlimited rights to the ECPs incorporated into this contract pursuant to C.1.2.3 and C.1.2.4

C.1.3 Vehicle Description.

C.1.3.1 The Family of Medium Tactical Vehicles (FMTV) is comprised of a series of 2 1/2- and 5-ton trucks and trailers that share many common components. In addition to standard cargo models, the family includes dump trucks, tractors, wreckers and long wheel base cargo and chassis. This contract will also include the first production of an expansible van and several special models such as the High Mobility Artillery Rocket System (HIMARS) chassis (1) and the Medium Tactical Vehicle (MTV) Load Handling System (LHS) truck (1) and MTV LHS trailer (1). The "cab-over" design is capable of operating both on- and off-road at gross combined weight. For the 4x4 Light-Medium Tactical Vehicle (LMTV) Cargo model, this is defined as the weight of the vehicle with full fuel, lubricants, coolant, hydraulic fluid, Basic Issue Items (BII), integral self-recovery winch (if applicable), and troop seats, a 3-man crew, plus gear, a 5,000-pound (2,268 kg) payload and a towed load of 12,000 pounds (5,443 kg). The 6x6 MTV Cargo model, this is defined as the weight of the vehicle with full fuel, lubricants, coolant, hydraulic fluid, Basic Issue Items (BII), integral self-recovery winch (if applicable), and troop seats, 3-man crew, with gear, requirement, with a 10,000-pound (4,536 kg) payload and 21,000-pound (9,526 kg) towed load capacity. Gross vehicle and combined weights may vary for other configurations.

Notes: (1) Although these models are not included in the multi-year base quantity, they will be included in Section H as a ceiling priced option.

C.1.3.2 The FMTV models covered by this contract are described as follows:

MODEL	NOTES	NOMENCLATURE	NSN
M1078 A1		TRK, CARGO, LMTV w/o winch	2320-01-447-6343
M1078 A1		TRK, CARGO, LMTV, w/winch	2320-01-447-3888
M1079 A1		TRK, VAN, LMTV w/o winch	2320-01-447-4938
M1079 A1	(1)	TRK, VAN, LMTV, w/winch	2320-01-447-4933
M1080 A1	(1)	TRK, CHASSIS, LMTV w/o winch	2320-01-447-6345
M1082		TRAILER, CARGO, LMTV	2330-01-449-1775
M1083 A1		TRK, CARGO, MTV w/o winch	2320-01-447-3890
M1083A1		TRK, CARGO, MTV, w/winch	2320-01-447-3884
M1084 A1		TRK, CARGO, MTV, w/MHE	2320-01-447-3887
M1084A1/RSV	(1)	TRK, CARGO, MTV (HIMARS RSV)	2320-01-495-0110
M1085 A1		TRK, CARGO, MTV, LWB	2320-01-447-3891
M1085 A1	(1)	TRK, CARGO, MTV, LWB, w/winch	2320-01-447-3897
M1086 A1		TRK, CARGO, MTV, LWB, w/MHE	2320-01-447-3895
XM1087A1		TRK, VAN EXPANSIBLE w/o winch	2320-01-459-0362
M1088 A1		TRK, TRACTOR, MTV w/o winch	2320-01-447-3893
M1088 A1		TRK, TRACTOR, MTV, w/winch	2320-01-447-3900
M1089 A1		TRK, WRECKER, MTV, w/winch	2320-01-447-3892
M1090 A1		TRK, DUMP, MTV w/o winch	2320-01-447-3899
M1090 A1		TRK, DUMP, MTV, w/winch	2320-01-447-6344
M1092A1	(1)	TRK, CHASSIS, MTV w/o winch	2320-01-447-3894
M1095		TRAILER, CARGO, MTV	2330-01-449-1776
M1096 A1	(1)	TRK, CHASSIS, MTV, LWB	2320-01-447-3885
XM1140	(2)	CHASSIS: HIMARS Launcher Chassis	2320-01-491-3436
TBD	(2)	TRK, Load Handling System (LHS), MTV	TBD
TBD	(2)	TRAILER, LHS, MTV	TBD

Notes: (1) No firm requirements for these models in the multi-year base quantity, but they will be included in Section H as fixed price options.

(2) Although these models are not included in the multi-year base quantity, they will be included in Section H as ceiling priced options.

C.1.3.3 Kits. The following Kits are included in this contract:

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- C.1.3.3.1 Troop Seats - shall be installed on all M1078A1 LMTV Cargo, M1083A1 MTV Cargo and M1085A1 MTV LWB Cargo vehicles.
- C.1.3.3.2 Arctic Kits - (Option requirement - See H.9)
- C.1.3.4 Paint.
- C.1.3.4.1 Camouflage. The standard vehicle paint is 3 color camouflage pattern. A list of approved drawings is contained at Camouflage Paint Drawings, Attachment 4.
- C.1.3.4.2 Tan color 686A (Chip #33446, Fed Std 595).
- C.1.3.4.3 Green color 383 (Chip #34094, Fed Std 595) Original base coat full coverage.
- C.1.3.4.4 Sand color (Chip #30372, Fed Std 595) Original base coat full coverage.
- C.1.4 Vehicle, TDP and Logistics Warranties. The vehicles shall be covered by Warranties as described in Section H.5. The cost of these warranties shall be included in the vehicle unit price.
- C.1.5 FMTV Technical Data Package/3D Solid Model. The FMTV TDP, Attachment 2, is converted to Pro/ENGINEER 3D Solid Models. Attachment 39 contains the currently available 3D Solid Models. The Contractor shall submit modeling and simulation data of their changes to the M1079A1 without winch, M1085A1 without winch, XM1087A1 without winch, M1088A1 with winch, M1089A1 and M1090A1 with winch 90DAC IAW CDRL A001, DI-SESS-81000B. The Contractor shall furnish 3D Solid Models M1078A1, M1083A1 and M1084A1) vehicles within 240 DAC, IAW CDRL A001, DI-SESS-81000B. Contractor shall furnish 3D Solid Models M1085A1, M1082, M1095 vehicles within 300 DAC award or receipt of the Government provided 3D Solid Models, whichever is later, IAW CDRL A001, DI-SESS-81000B. The Contractor shall have computer software and hardware necessary to use/manipulate/incorporate changes to the 3D Solid Model. All Contractor 3D Solid Models shall be submitted to the Government in Pro/ENGINEER format IAW Section C.2.1.1.1.4 of this contract.
- C.1.6 Definitions.
- C.1.6.1 Days/Months after Contract
- C.1.6.1.1 Unless otherwise specified, Days after Contract (DAC) refers to calendar days after contract award.
- C.1.6.1.2 Unless otherwise specified, Months after Contract (MAC) refers to the months following award calculated from the date of award.
- C.1.6.1.3 Years. Unless otherwise specified, Fiscal Year (FY) refers to the Government Fiscal Year. The Government FY is from 1 October until the following 30 September. Calendar Year (CY) is from 1 January through 31 December.
- C.1.6.2 A deficiency which precludes actual manufacture and assembly is one in which the contract cannot be performed in strict accordance with the technical data by the Contractor or any other responsible source of supply because of drawing or specification error.
- C.1.6.3 A deficiency which precludes practical manufacture and assembly is one in which performance of the contract in strict accordance with the technical data would entail extreme and unreasonable difficulties and exorbitant costs on the part of the Contractor, or any other responsible source of supply.
- C.1.6.4 Reserved.
- C.1.6.5 Deviation. A Request for Deviation (RFD), which is submitted before commencing production of an item under contract, is a one-time request for authorization to deviate from a requirement of the FMTV Baseline Technical Data Package.
- C.1.6.6 Reserved.
- C.1.6.7 Warranty of Technical Data. The Contractor guarantees that their Technical Data is free from deficiencies which would preclude, from an actual or practical the manufacture or assembly of the end item and that items manufactured in accordance with the Contractors Technical Data will meet or exceed all contract requirements.
- C.1.7 Embedded Diagnostics.
- C.1.7.1 Integration of Embedded Training and Diagnostics. The embedded training and diagnostics Block Improvement applies to all configurations and variants of the FMTV. The Contractor shall integrate the equipment and software necessary into the existing vehicle architecture to meet the embedded training and diagnostics requirement in time for delivery of the first vehicle of the third program year. The Contractor shall incorporate the necessary modifications into all appropriate technical and logistics documentation to

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reflect the integration of embedded training and diagnostics. An incentive up to \$350,000 may be available for the degree of simplicity of required training inherent in the vehicle's design as demonstrated during the Validation/Verification Training Time (Instructor and Key Personnel Training PY2) for repairs and services. All repairs and maintenance should be designed to be executed with a minimum of 50% reduction in the time required to train for repairs and services of the current FMTV. There shall be no increase of maintenance complexity or degradation of reliability or performance. This incentive is not subject to the Disputes Clause FAR 52.233-1.

C.1.7.2 BIT/BITE and Embedded Diagnostics Requirements. The FMTV shall be capable of performing vehicle health monitoring and health checks using internal embedded resources. The FMTV shall employ standard sensors and data busses that will monitor data, signals, measurements and built-in test equipment. These devices shall provide a comprehensive source of data to accomplish complete and accurate system level diagnostics and fault isolation to the serviceable component level and system health monitoring for critical subsystems consisting of the Engine (including all ICE functions of the SPORT/ICE, as defined in the current FMTV IETM), Transmission, Central Tire Inflation and ABS Brake system. The minimum acceptable level of diagnostics and health check monitoring is defined by the fault code list in Attachment 43, Embedded Diagnostics Function List. FMTV health status and diagnostic information shall be displayed to operator and crew, as well as maintenance personnel. The FMTV shall use common data/information interchange network in accordance with standards defined in the Joint Technical Architecture - Army (JTA-A), Version 6.5 or later version, to provide access to FMTV health data. Diagnostic capability shall be compatible with the Army Diagnostic Improvement Program, the existing FMTV IETM, and the Global Combat Support Systems GCSS-A. The confidence level goal is 99% accuracy to an ambiguity group of 1. The Contractor shall establish a complete program to meet all the requirements and result in the incorporation of the block improvements in the first vehicle of the third program year and included in the production price of the vehicle for PYs 3 through 5. Design must be capable of retrofit to the first vehicle of the first program year.

C.1.7.3 Enhanced Embedded Diagnostics and Prognostics. The Contractor shall identify initiatives to enhance embedded diagnostics and/or add prognostics as technology matures. The Government will consider Enhanced Embedded Diagnostics/Prognostics Initiatives (EEDPIs) and decide whether to pursue any of them further. Subsequent Contractor development of EEDPI concepts may be accomplished via a Government-directed STS effort.

C.1.7.4 Embedded Training. Simplicity of maintenance actions, ease of access and full Embedded Training (ET) is the preferred approach to Training Aids, Devices, Simulators and Simulations (TADSS). ET is computer based and should incorporate a mix of audio and text within an interactive training scenario. ET is intended to facilitate individual, self paced training outside of a classroom environment. ET shall include training tasks that can be performed in the deployed theater, in garrison and in a field environment. The Contractor shall leverage already developed appended and stand-alone systems and technology to the greatest extent possible, with the intent of maximizing standardized training and systems commonality with the potential of significant cost savings.

C.1.7.4.1 Interactive Multimedia Instruction (IMI) Definition: IMI is a term applied to a group of predominantly interactive, electronically delivered training and training support products. IMI products include instructional software and software management tools used in support of instructional programs.

C.1.7.5 Requirements. The Contractor shall embed the training programs listed below into the existing CR IETM. The task training shall be in an IMI program format developed using the existing EMS-2 software. All training programs embedded in the CR IETM shall have the same delivery capabilities as the IETM itself. The Government Training POC will provide a sample IMI program at the Contract Start of Work Meeting.

- A. Operator Level (-10)
 - a. Cab tilt procedures
 - b. PMCS
 - 1. Air tanks service
 - 2. Air dryer service
 - 3. Fluid level checks
 - c. Preparation for internal air transport
 - d. Proper use of the WARMUP/OFF/RETARD switch
- B. Unit Level (-20)
 - a. Air dryer maintenance
 - b. Wheel bearing shim pack adjustment
 - c. Cab air/hydraulic system theory of operation and maintenance
 - d. Starting system theory of operation
 - e. Charging system theory of operation
 - f. Pneumatic system theory of operation
 - g. Hydraulic system theory of operation (wrecker)
 - h. CTIS seal replacement procedures
- C. Direct Support Level (-34)
 - Axle input pinion seal replacement (rear axle)

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- D. General Support Level (-34)
3 Stage hydraulic pump repair (wrecker)

C.1.7.6 Design Information. Each IMI shall:

- A. Have a "hot button" in the CR IETM that will allow it to be brought up when the button is depressed. The "hot button" shall be marked "training" to identify for the user that training is embedded for that particular task or task related theory of operation.
- B. Include voice and animation where appropriate
- C. Depict respective "flows" in a "Point-to-Point" format for the starting, changing, pneumatic and hydraulic system.
- D. Have, at a minimum, a ten point multiple choice objective test. Exit criteria for each test shall be a minimum of 70% correct answers to indicate a minimum mastery level of the related subject matter material.
- E. Provide feedback indicating whether or not the answer selected was correct or incorrect. The feedback shall be placed at the end of the test and shall indicate which answers were responded to correctly/incorrectly.
- F. Be developed in such a manner that a student shall not gain access to the correct answers.
- G. Be "user friendly" and allow the student to be guided through the learning program with ease and without confusion in a step-by-step fashion.

C.1.7.7 Delivery Information.

- A. Should the Contractor have IMI programs already developed or access to a source for any of the IMI requirements cited above, the Government Training POC will review the programs to make a determination for suitability and placement into the CR IETM.
- B. Resource information for development of the above IMI products can be found in MIL-HDBK-29612-3A, Development of Interactive Multimedia Instruction (IMI), part 3 of 5 parts. This handbook can be accessed at <http://dtswg.msiac.dmsomil/revision/hdbk3.pdf>.
- C. Development and delivery of the IMI training packages shall be in accordance with Data item Description, DI-SESS-8526B(T)IAW CDRL A086.
- D. Development and delivery of the exit criteria test for each IMI program shall be in accordance with Data Item Description, DI-SESS-81525B(T)IAW CDRL A087.

C.1.8 Total Contract Effort. This contract shall consist of Vehicle Production, Program Support, and System Technical Support (STS) and options contained in Section H. These components are identified as follows:

C.1.8.1 Vehicle Production. Vehicles shall be produced IAW Section C.1.

C.1.8.2 Program Support. Program Support IAW C.2 shall include all Contractor effort necessary to support production and delivery of base and option vehicles listed in H.9. This includes, but is not limited to parts obsolescence, new materials/vendors, and/or manufacturing processes. Program Support will be fixed price and will include the following elements, which are addressed in detail in Sec. C.2 of this contract:

Program Support Categories

- A.
 - Pre-Production
 - Pre-production Engineering Proposals (PPEPs)
 - Test ECPS
- B. Production Effort
 - ECP/VECP Requirements - (Contractor generated)- No cost if implementation does not exceed \$10,000
 - Value Engineering
 - Government Testing Requirements
 - a. First Production Vehicle Inspection (FPVI)
 - b. Production Verification Testing (PVT)
 - c. Component First Article Tests (CFAT)
 - d. System Support Package (SSP)
 - e. New Equipment Training
 - f. PVT Training
 - g. I&KPT

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- Vehicle Tracking Report
- The Army Maintenance Management System (TAMMS) Equipment Control Records
- Integrated Logistics Support (ILS) Management in Support of Contractor Generated ECPs, to include: Logistics Management Information (LMI), Provisioning, Publications Revision, Vehicle Refurbishment, Army Oil Analysis Program (AOAP) Report Update, Logistic Demonstration, System Support Package
- Training Instructor and Key Personnel (I&KP) Training

C. Program Management

- Meeting/IPT Requirements - agendas, minutes
- CDRLs and Data Item Descriptions (DIDs)
- Cost Related Reports
 - a. Contractor Cost Data Reporting (CCDR) Requirements
 - b. Cost Reports for Cost Reimbursable CLINs
- Configuration Management Plan
- Life Cycle Cost Management Initiatives
- Maintainability Initiative

C.1.8.3 System Technical Support (STS). STS consists of separate cost reimbursement options for this production contract. Specific tasks will be assigned through work directives by program year. The Contractor shall serve as custodian of the FMTV TDP for the duration of this contract. STS includes but is not limited to Government-directed ECPs, ECPs in support of fielded A1/A0 vehicles, Logistics effort in support of Government-directed ECPs, the Expansible Van and LHS, Maintenance Technical Representatives (MTRs). STS is identified in more detail in Sec C.3 of this contract.

C.2 Program Support (CLIN 1001AA, 2001AA, 3001AA, 4001AA and 5001AA)

C.2.1 Configuration Management: The Contractor shall maintain a complete Configuration Management Program that contains plans and procedures for its implementation. The program shall contain and define the procedures for implementing configuration management planning and management, configuration identification, configuration control, configuration status accounting, configuration verification and audit, and data management. The Contractors Configuration Management program shall track engineering changes from conception through incorporation to the production hardware, TDP, spare parts system. The Contractor's electronic system shall maintain and update all configuration management change development, tracking, and implementation data. Change implementation shall be identified to the part lot, and vehicle serial number. The Contractor's configuration system shall be able to track by drawing/part revision level and identify the configuration differences between production TDP(s) and the STS TDP. Upon Government request, the Contractor shall make available any and all of the Configuration Management Program documentation, such as plans, procedures and reports. The Contractor's documentation shall be complete and up-to-date and shall be provided to the Government upon request. The Contractor may use MIL-HDBK-61A(SE) for guidance.

C.2.1.1 PPEP/RFD/ECP/VECP Requirements (CDRLs A003, A004, A005, A006, and A007)

C.2.1.1.1 General. Only no-cost/cost reduction type changes will be generated under the Program Support CLINs of this contract. The Contractor will use PPEPs/RFDs/ECPs/VECPs as appropriate. ECPs developed by Government direction shall be incorporated into this contract by contract modification. The Contractor shall develop at no additional cost ECPs to resolve deficiencies as a result of First Article Test failures. The Contractor shall submit Requests for Deviation (RFD) to effect a temporary physical change to the production configuration. The Contractor shall submit no cost ECPs to effect a permanent change to the production configuration and the TDP. The Contractor may submit Value Engineering Change Proposals (VECPs) that impact the ATPD 2131C, Attachment 1, the TDP, Attachment 2, the 3D Solid Model, Integrated Logistics Support (ILS), Manpower Personnel Integration (MANPRINT), and Life Cycle Cost (LCC) to effect permanent changes to the production hardware and where cost savings are applicable. The Contractor shall prepare and submit Pre-production Engineering Proposals (PPEPs) to correct the manufacturing deficiencies as documented in the Contractors Technical Data Package Review Change Proposal which was developed under the Phase I contract and submitted with their Phase II contract proposal. All PPEP/RFD/ECP/VECP packages with marked drawings, impact sheets, technical manual/RPSTL change pages, revised packaging data sheets shall be submitted in a *.pdf file. Pro/ENGINEER solid models will be submitted as separate attached files IAW C.2.1.1.1.4.

C.2.1.1.1.1 Submittal of Data. All changes (PPEPs/RFDs/ECPs/VECPs) that impact ATPD 2131C, Attachment 1, the FMTV TDP, Attachment 2, the 3D Solid Model, the Technical Manuals/ILS, MANPRINT, or LCC shall be submitted to the PCO for approval. See paragraph C.2.6.1.1 for electronic data submission requirements.

C.2.1.1.1.2 Compatibility with A1/A0 Technical Data Package and Fielded FMTV A1/A0 Vehicles. The Contractor shall identify within the PPEPs/RFDs/ECPs/VECPs generated under Program Support and/or STS of this contract whether the proposed change is compatible with the FMTV A1/A0 TDP and currently fielded FMTV A1/A0 vehicles. If the proposed change is not compatible or creates an incompatibility with the FMTV A1/A0 spare/repair parts, the Contractor shall identify the incompatibility and possible consequences or adverse effects that will occur if the change is implemented.

C.2.1.1.1.3 Warranty of Changes to the Government TDP

The Contractor shall assure the PPEPs/ECPs/VECPs generated under Program Support (C.2.1.1) or Configuration Control clause (reference C.3.8.1) of this contract shall contain accurate up-to-date information. At a minimum, the PPEPs/ECPs/VECPs shall accurately define

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the current production configuration, the reason for the proposed change, and the proposed production configuration. Any repercussions based on erroneous or deficient change packages shall be corrected by the Contractor at no additional cost to the government. This shall include deficient changes to the production hardware as well as the production configuration.

C.2.1.1.1.4 Drawings/Solid Models. With each proposed change package (PPEPs/RFDs/ECPs/VECPs), the Contractor shall provide a 3D Solid Model in Pro/ENGINEER, Version 2001, of the affected parts and their assemblies IAW Attachment 28. The Contractor shall provide 2D drawings of the affected parts clearly marked to identify the proposed change in a From - To condition. The marked drawings shall be provided in the same software as the change package (e.g. Microsoft, Adobe Acrobat). If the proposed change package is adding a new part for which a drawing or solid model does not exist, the Contractor shall provide a solid model and 2D drawing with their package. New drawings shall be Level III(MIL-STD-100) and prepared IAW ANSI Y14.5M, ANSI Y14.100, and ANSI Y14.24 per DI-SESS-81000B, CDRL A001. Solid models should be developed using the guidelines presented in the document titled 3 Dimensional Technical Data Package Configuration Management & Modeling Interim Operating Procedure for PM-FMTV provided as TACOM 3D TDP Interim Operating Procedure, Attachment 5 to this contract. To the extent permitted under DFARS 252.227-7013, DFARS 252.227-7014 or DFARS 252.227-7015, the Government shall have unlimited rights to the drawings or solid models provided under this contract.

C.2.1.1.1.5 ECP/VECP Co-User Requirements - If and/or when the Contractor prepares an ECP against documents impacting configuration items which do not belong to the Family of Medium Tactical Vehicles, regardless of whether the Contractor is the drawing custodian or not, the Contractor shall electronically provide a complete ECP package IAW A003, DI-CMAN-80639C(T), and A004, DI-CMAN-80639C(T) to the co-user(s), requesting comments on the change. When the Contractor is not the custodian of the affected document, the Contractor shall prepare and provide a complete ECP package to the custodian and all known co-users, requesting concurrences / nonconcurrences / comments. (NOTE: The Government shall provide the Contractor access to TACOM Technical Data/Configuration Management System (TD/CMS) or Automated Configuration Management System (ACMS) in order for the Contractor to be able to verify custodian and co-users.) If the Contractor does not receive a response from a co-user/custodian by the Government Configuration Control Board (CCB), the Contractor shall notify the Government Configuration Management Functional Technical Representative (CM FTR) of the non-response. The Government CM FTR will then contact the appropriate Government office to obtain the co-user concurrence.

C.2.2 Engineering Change Proposals (CDRL A003)

C.2.2.1 PPEP/ECP/VECP Number Assignment. The Contractor shall request a block of PPEP/ECP/VECP numbers from the Configuration Management (CM) Functional Technical Representative (FTR). These numbers shall be used on an individual basis as a control identifier for the change packages. Once a number is assigned to the first submission of a change package, that number shall be retained for all subsequent submissions of that change package. Once a PPEP/ECP/VECP is approved, it cannot be changed, supplemented, or revised. A new ECP will be developed and submitted to correct, change, or amend an existing approved ECP/VECP. The Contractor shall maintain records of where and when each number was used. The Contractors records shall track each number from point of assignment through incorporation to the production line. These records shall be provided to the Government upon request. When a PPEP/ECP/VECP requires change or revision prior to approval, the changed and/or revised proposal shall be identified by adding the identifier "R*", where * is the number of the revision. These identifiers will become a permanent part of the ECP number. The complete ECP number including change/revisions identifiers shall not exceed 15 characters.

C.2.2.2 Engineering Change Proposals (ECPs). Under the terms of this clause, the Contractor shall prepare complete ECPs IAW the instructions at Instructions for Preparing ECP Forms, Attachment 6. The Contractor may use the following standard ECP Forms: DD 1692, DD 1692/2, DD1692/3, DD1692/4 and DD1692/5. The Contractor may develop their own forms for the submission of PPEPs/ECPs/VECPs. Contractors forms will have to be agreed upon by the Project Manager, Medium Tactical Vehicles (PM, MTV) Configuration Management Office. These forms will contain all the same information required by the standard ECP Forms. Each ECP shall contain an ECP Enclosure List and ECP Interchangeability Form. Instructions and examples of these forms are provided also in Instructions for Preparing ECP Forms, Attachment 6. Each ECP shall contain applicable Specification Change Notices (SCNs) and Notices of Revisions (NORs) CDRL A002, DI-CMAN-80642C.

C.2.2.2.1 With each ECP submitted consistent with C.2.1.1.1.2, the Contractor shall justify the need for making a permanent change to the production configuration and FMTV TDPs. This justification shall address what effect the proposed change will have on the production, fielding, retrofit, spare/repair parts, fielded A1/A0 configurations of FMTVs, performance, manufacturing, quality, maintenance, packaging, MANPRINT, logistics, safety, transportability, cost (production and support), electromagnetic environmental effects and nuclear survivability (if applicable). For Interface Control ECPs, the Contractor shall obtain concurrence from all interface parties and include their concurrence as part of the ECP package. When introducing new parts to the production configuration, the Contractor shall develop and submit Pro/ENGINEER solid model and drawings IAW paragraph C.2.1.1.1.4. Any ECPs that the Contractor initiates shall be prepared and submitted IAW CDRL A003, DI-CMAN-80639C for evaluation and approval.

C.2.2.2.2 ECP Enclosure List - For each PPEP/ECP/VECP, the Contractor shall prepare an ECP Enclosure List and incorporate it as Page 2 of the ECP package. The list shall identify all documents (i.e. changed drawings, new drawings, packaging sheets etc.) contained in the ECP package. In addition, the list shall identify all end items affected, what specific elements will be affected, what other ECPs are pending against the documents listed, and what National Stock Numbers (NSNs), if any, will be impacted by any part number change referenced in the ECP. Instructions for completing the ECP Enclosure List are found at Attachment 6.

C.2.2.2.3 ECP Interchangeability Form - For each ECP/VECP, the Contractor shall provide an ECP Interchangeability Form to document the effect the proposed change has on interchangeability or when there is an add or delete of parts. The Interchangeability Form shall

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follow the ECP Forms and precede the NORs in each change package. Instructions for completing the ECP Interchangeability Form are found at Instructions for Preparing ECP Forms, Attachment 6.

C.2.2.2.4 Notice of Revision (NOR) A002 DI-CMAN-80624C. The Contractor shall prepare a NOR for each drawing affected by an ECP. The Contractor shall utilize the DD Form 1695 and the instructions provided in Instructions for Preparing ECP Forms, Attachment 6 of this contract. The changes shall be described in the body of the form in a FROM - TO format. A NOR form shall be prepared for each drawing changed, obsoleted, or superseded by the ECP. A NOR form is required for new drawings not previously released to the Government TDP.

C.2.2.2.5 Specification Change Notice (SCN). The Contractor shall prepare and process SCNs when a permanent change to the system specification is warranted. The SCN shall be submitted in lieu of a NOR as part of a Class I ECP. The Contractor shall use the SCN form DD1696 and instructions at Instructions for Preparing ECP Forms, Attachment 6 when preparing an SCN.

C.2.2.3 Value Engineering Change Proposals (VECPs) - VECs shall be prepared IAW CDRL A004, DI-CMAN-80639C, pursuant to the VE Clause, FAR 52.248-1 and in the same manner as Class I ECPs. (See para C.2.2) VECs shall be prepared IAW the forms and instructions provided in Instructions for Preparing ECP Forms, Attachment 6. The VEC shall address what effect the proposed change will have on the TDP, performance, manufacturing, quality, maintenance, packaging, MANPRINT, logistics, safety, transportability, spare/repair parts, cost savings, and nuclear survivability (if applicable). It must also address what effect the VEC will have on the current production, the A1/A0 fielded vehicles, and retrofit. For VECs affecting interface control, the Contractor shall obtain concurrence from all interface parties and include such concurrences as part of the VEC package (CDRL A004).

C.2.2.4 Preproduction Engineering Proposals (PPEPs) CDRL A005 DI-CMAN-80639C.

C.2.2.4.1 The Contractor is required to correct those deficiencies to technical documentation listed in Attachment 40 without any equitable adjustment in the contract price or delivery schedule under the Changes clause or any other clause except as is otherwise provided in this clause. Only those deficiencies identified in the TDP Review Change Proposal which would result in actual or practical manufacture or assembly, including errors or omissions in drawings, tolerance stack-ups beyond the overall specified tolerance limitations for any item, dimensions resulting in no-fit conditions, requirements for material which are not readily available or suitable for production, processing requirements not suitable for production, are to be corrected under this clause. This clause is not intended to place upon the Contractor any design responsibility under this contract except as provided herein. Therefore, the Contractor cannot under this clause add, remove, or replace parts, components, or hardware. (For changes see C.2.2)

C.2.2.4.2 Prior to First Article Testing (FAT) (see schedule in section F), the Contractor shall submit a final list of recommended corrective actions in the form of a data change proposal, hereinafter referred to as a PPE Proposal (PPEP) in order to correct any deficiency which would preclude practical manufacture or assembly in order to assure that:

- a. The contract items including all components, assemblies, and parts can be produced, fabricated, and assembled in strict accordance with the technical data, corrected as required by this clause.
- b. The quality assurance provisions are compatible with all other technical data.
- c. The engineering associated lists are compatible with all other technical data.
- d. The parts and materials required for vehicle assembly can be procured and manufactured in accordance with the applicable technical data of this contract.

C.2.2.4.3 The Contractor shall prepare a DD Form 1692 Engineering Change Proposal (ECP) Page 1 or equivalent, ECP Enclosure List, and a DD Form 1695, Notice of Revision (NOR), CDRL A002, DI-CMAN-80624C, for each PPEP. The final document shall be clearly identified by bold marking PPEP at the top of each page. In addition to the preparation instructions found in Instructions for Preparing ECP Forms, Attachment 6, the PPEP shall clearly and explicitly identify the existing condition as well as the proposed change with particular emphasis on the need for change. Each PPEP package shall include applicable drawings with the changes clearly marked. Each PPEP package shall include any other technical data necessary for expeditious evaluation by the Government.

C.2.2.4.4 Approval Requirements. The Government shall approve/reject in writing any PPEP by providing notice to the Contractor within 25 calendar days after receipt IAW CDRL A005, CDRL-CMAN-80639C. .

C.2.2.4.5 Upon Government approval of a PPEP, the Contractors obligations as relates to such PPEP shall be discharged to the extent that the deficiency is corrected in all vehicles produced under this contract. If the incorporation of such approved PPEP does not correct the deficiency, the Contractor shall yet remain responsible for resubmitting a request for further changes to the technical data without increase in contract price or extension in delivery schedule and incorporate such PPE change as approved into the contract items not yet accepted by the Government.

C.2.2.5 Request For Deviation. When deviations to the FMTV Production Configuration or any other contract requirement are considered necessary by the Contractor, a RFD may be submitted utilizing DD Form 1694 and prepared according to the instructions provided at Instructions for Preparation of Request for Deviation, Attachment 7 and CDRL A006 DI-CMAN-80640C. The RFD shall be annotated by the Contractor to reflect the anticipated production effectivity point by vehicle serial/registration number and date. Deviations and Waivers shall contain copies of revised Solid Models and affected drawings IAW para. C.2.1.1.1.4 as well as any other supporting data necessary to fully understand the proposal and make a determination. Any RFDs, which if approved, would require a decrease to the contract price, shall contain the required cost proposal data and shall be submitted with the RFD package. The cost

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proposal data shall be prepared IAW Section I of this contract and contain pricing data to support cost evaluation, negotiation, and an equitable adjustment to the contract.

C.2.2.6 Effectivity Certification. Changes resulting from PPEPs/RFDs/ECPs/VECPs will be incorporated to the production line upon notification by the PCO. Each PPEP/ RFD/ECP/VECP shall be applied to the production line at a single cut-in point (single vehicle), in their entirety. For each change document, the Contractor shall prepare and submit an effectivity cut-in certification according to the instructions at Instructions for Preparing ECP Forms, Attachment 6. The Contractor shall obtain Defense Contract Management Agency (DCMA) verification before electronically submitting the effectivity form to the Government (CDRL A007).

C.2.3 Packaging Development Requirements

C.2.3.1 Packaging Development for Value Engineering Change Proposals (VECP) and Engineering Change Proposals(ECP). The Contractor shall develop and provide a packaging impact statement for each VECP/ECP. The packaging impact statement shall include an Item Description Report for each affected item. The impact statement shall also include an alternate schedule for delivery of the packaging data if the data will not be available within 90 days of approval of the VECP/ECP.

C.2.3.2 Packaging Development. The Contractor shall develop initial packaging, maintain and update all packaging data for items assigned Uniform Source Maintenance and Recoverability (SMR) codes equal to PA, PB, PC, PE, PG, PH, KF, & KB. Items that will not require packaging development are those items with packaging data already in the TACOM Packaging File called PACQ or FEDLOG/FLIS and those assigned a Contractor and Government Entity Code (CAGE) of: IT416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044. Nor shall initial packaging data be provided if the Contractors screening of TACOMs Packaging Data Status Report determines that a Level A packaging record is on file. The Government will supply quarterly copies of TACOMs Packaging Data Status Report by e-mail. The Contractor shall provide the necessary personnel, facilities, equipment, material, and the electronic data interface. The Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The Contractor shall include information for each of the items so TACOM can determine the adequacy of the packaging submittal. This includes item drawings and data such as: Source, Maintenance & Recoverability codes, Unit of Issue codes, Unit of Measure, Measurement Quantity, and copies of applicable Material Safety Data Sheets. The Contractor shall furnish item drawings and notes sufficient for reviewing the packaging designs in hard copy reproductions or IAW CDRL A008, DI-PACK-80121B.

C.2.3.3 Item Description. The Contractor shall describe item characteristics and assess packaging requirements. The Contractor shall prepare search requests and determine if an existing design is suitable for each repairable item except those items repairable at Organizational Level Maintenance. The Contractor shall submit the Item Description Report IAW CDRL A008, DI-PACK-80121B.

C.2.3.4 Packaging Data Entry. The Contractor shall develop, maintain and update packaging data IAW CDRL A0008, DI-PACK-80121B, and provide for the entry of information to the computer database known as the TACOM Packaging Data File. The format and content of Packaging Data Entry shall be as below:

FIELD	POSITION	LENGTH
NATIONAL STOCK NUMBER	1-13	13
PACKAGING INDICATOR CODE	14-16	3
TRANSACTION TYPE	17	1
LOP A TYPE STORAGE CODE	18	1
LOP B TYPE STORAGE CODE	19	1
LOP C TYPE STORAGE CODE	20	1
LOP A PACK LEVEL REFERENCE INDICATOR	21	1
LOP B PACK LEVEL REFERENCE INDICATOR	22	1
LOP C PACK LEVEL REFERENCE INDICATOR	23	1
LOCAL CONTROL	24-26	3
DOCUMENT REVISION	27-28	2
DOCUMENT DATE	29-34	6
NUMBER OF SHEETS	35-37	3
TD/CMS	38	1
SHELF LIFE	39	1
PACKAGING REFERENCE	40-49	10
ITEM NAME	50-58	9
ITEM WEIGHT	59-63	5
ITEM LENGTH	64-67	4
ITEM WIDTH	68-71	4
ITEM DEPTH	72-75	4
PACKAGING CATEGORY	76-79	4
SPECIAL MARKING	80-81	2
QUANTITY PER UNIT PACK	82-84	3
INTERMEDIATE CONTAINER QUANTITY	85-87	3
CAGE	88-92	5

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PART NUMBER	93-113	21
PART INDICATOR	114	1
HAZARDOUS MATERIALS CODE	115	1
PRESERVATION METHOD	116-117	2
CLEANING AND DRYING	118	1
PRESERVATIVE MATERIAL	119-120	2
WRAP MATERIAL	121-122	2
CUSHIONING AND DUNNAGE	123-124	2
CUSHIONING THICKNESS	125	1
UNIT CONTAINER	126-127	2
INTERMEDIATE CONTAINER	128-129	2
UNIT CONTAINER LEVEL	130	1
LEVEL A PACKING CODE	131	1
LEVEL B PACKING CODE	132	1
LEVEL C PACKING CODE	133	1
UNIT PACK WEIGHT	134-138	5
UNIT PACK LENGTH	139-142	4
UNIT PACK WIDTH	143-146	4
UNIT PACK DEPTH	147-150	4
UNIT PACK CUBE	151-157	7
OPTIONAL PROCEDURE INDICATOR	158	1
LEVEL A SUPPLEMENTAL INSTRUCTIONS	159-208	50
SPI REVISION	209	1
SPI DATE	210-214	5
CONTAINER NATIONAL STOCK NUMBER	215-227	13
LEVEL B SUPPLEMENTAL INSTRUCTIONS	228-277	50
LEVEL C SUPPLEMENTAL INSTRUCTIONS	278-327	50
APPROVAL	328-336	9
COMMENTS	337-386	50
STATUS	387-394	8
TRANSACTION DATE	395-400	6

The TACOM approved Packaging Data Entry shall be electronically submitted IAW CDRL A008, DI-PACK-80121B in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.

C.2.3.5 Special Packaging Instructions. The Contractor shall develop, maintain and update the Special Packaging Instruction for each special group item. Packaging processes and materials shall be described for cleaning, drying, preserving, packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit and function of packaging in sufficient detail for production. The format and content of Special Packaging Instructions shall be IAW CDRL A0008, DI-PACK-80121B. The Contractor shall submit TACOM approved Special Packaging Instructions data IAW CDRL A008, DI-PACK-80121B.

C.2.3.6 Shipment and Storage Instructions. The Contractor shall develop only new Equipment Preservation Data Sheets for Shipment and Storage (EPDS) instructions. The Contractor shall maintain and update all the EPDS. The Contractor shall develop packaging for new Basic Issue Items (BII) and Components of the End Item (COEI). BII shall be packaged separately from COEI. The Contractor shall determine stowage locations and securement provisions. Stowage requirements that deter pilferage and provide for transportation clearances shall be developed. The BII and COEI shall be packed into wood container(s). Stowage provisions shall not interfere with lifting, tie down or other transportation handling. The Contractor will use Purchase Description ATPD 2241 for developing and maintaining EPDS. The format and content of Shipment and Storage Instructions shall be IAW MIL-STD-3003. The Contractor shall submit TACOM approved Equipment Preservation Data Sheets for Shipment and Storage (EPDS) IAW CDRL A008, DI-PACK-80121B.

C.2.3.7 Validation Testing of Preservation Processing and Packaging. The Contractor shall validate packaging for Select and Special group items IAW Appendix F of Standard Practice for Military Packaging MIL-STD-2073-1C. The Contractor shall submit, in Contractors format, a report with each packaging data entry.

C.2.3.8 New and Revised EPDS. The Contractor shall develop a validation testing proposal for each new and revised EPDS. The Contractor shall schedule and provide AMSTA-TR-E/MTV a 30 day advance notice of validation testing on each EPDS. The Contractor shall validate each new and revised EPDS IAW the TACOM approved validation testing proposal. The Contractor shall submit, in Contractors format and IAW CDRL A008, DI-PACK-80121B.

C.2.3.9 Status Reports. The Contractor shall develop and maintain a status report of packaging data. The Contractor shall use TACOMs Packaging Data Status Report and current provisioning records to establish the status of an items packaging and avoid duplication of effort.

For each drawing part number, the Contractor shall develop the following status listings that shall contain: Commercial and Government Entity (CAGE); Source Maintenance and Recoverability (SMR) code; Item Name (NAME); National Stock Number (NSN); Inventory Control Point

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(ICP); Packaging Indicator Code (PIC); Local Control (LOC CONT); Date (MMDDYY) of latest packaging document (DATE).

1. An Item Status Listing containing the drawing (part) number (listed in part number sequence) with cross-reference to the primary provisioned part number in the notes.
2. Engineering Change Listing of each VECP/ECP.
3. A Provisioning Change Listing of items affected by a change to the items SMR code, Unit of Issue (UI), Unit of Measure (UM), or Unit Measure Quantity (UMQ).

The Contractor shall update the listings and develop summary of common group, selective group, special group items, items with current and estimated packaging data, and the total number of provisioned items.

Status reports shall be sent quarterly in Contractor's format and IAW CDRL A008.

C.2.3.10 Program Schedule. The Contractor shall determine and update program organization. The Contractor shall provide and maintain program information related to test and development equipment. The Contractor shall develop and maintain a plan for access to the parts needed for packaging development. The Contractor shall develop and maintain a schedule for preservation processing and packaging development to include milestones for developing: Packaging Data Entry, Special Packaging Instructions, Shipment and Storage Instructions, Validation Test Reports, Status Reports, Item Description Reports, and Long Life Returnable Container Development Records. The Program Schedule shall be submitted quarterly in Contractors format and IAW CDRL A008.

C.2.3.11 Long Life Reusable Containers (LLRC). The Contractor shall maintain and update the existing technical data package (TDP) for LLRC shipping containers for Government directed initiatives. Updates to the TDP shall include validation testing which establishes the capability of the LLRC to protect the integrity and serviceability of the item for which the container is designed. The Contractor shall maintain engineering drawings and associated lists to describe the form, fit, and function of each LLR container. Drawings shall be sufficient to permit competitive procurement of the LLRC. The Long Life Reusable Container Development Records shall be in Contractors format. The updated drawings shall be submitted IAW CDRL A008, DI-PACK-80121B.

C.2.3.12 Hazardous Material Data. A copy of hazardous material data sheet shall be provided for use in packaging development. The format and content of the hazardous material data sheet shall be IAW 10.2.5b of Data Item Description DI-SAFT-80102B (CDRL A009).

C.2.3.13 Parts Standardization Plan

C.2.3.13.1 The Contractor shall prepare a Parts Management Plan IAW CDRL A010, DI-MISC-80526. For guidance in preparing a plan, the Contractor may use MIL-HDBK-512 AND SD-19.

C.2.3.13.2 The Contractor shall select parts and conduct a parts management program, IAW the Contractors standard procedures, which assures the equipment (or system) meets the specification performance requirements with the greatest Improved Operational Effectiveness (described as function of performance, reliability, availability, and life cycle costs).

C.2.3.13.3 The Acquisition Activity will conduct semiannual reviews of the parts program to assess conformance to internal procedures, application of parts for meeting system Improved Operational Effectiveness, and parts problem areas.

C.2.3.13.4 Within 90 days after contract award, the Contractor shall submit a copy of their Parts Management Plan which may include documented internal procedures as set forth in DI-MISC-80526, CDRL A010.

C.2.3.13.5 The Contractor may request parts selection and application advice from the Acquisition Activity and/or the Military Parts Control Advisory Group (MPCAG).

C.2.3.14 Specifications and Standards:

C.2.3.14.1 Specifications and standards shall be considered and selected in the following order of preference:

- (1) Commercial (non-Government) specifications and standards (such as SAE ASTM, ANSI, IEEE, etc.)
- (2) Performance-based specifications. Government specifications shall be in a performance-based format (i.e., form, fit, function, performance, and interfaces), without stating methods for achieving desired results.
- (3) Military-unique or detail specifications and standards, but if selected, full justification must be given as to the reason(s) that a non-Government document or a performance specification cannot be used. In this case, a waiver must be obtained by the Government (TACOM).

NOTE: Use of Non-Government Specifications / Standards and / or commercial components shall not in any way degrade Vehicle System performance.

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C.2.3.14.2 When specifications or standards, other than non-Government documents, are required to be prepared, the following formats shall be used: 1) Specifications shall be in book form IAW MIL-STD-961, 2) Standards and handbooks shall be in a book form IAW MIL-STD-962, 3) Specifications, standards, and handbooks prepared shall assure that they do not restrict or preclude competition.

C.2.3.14.3 The Contractor shall submit a draft of any proposed specification or standard to the Government for review. An annotated copy will be returned to the Government for amendment of the proposed standardization document prior to submission of the final copy.

C.2.3.14.4 The revised standardization document(s) will be submitted IAW CDRL A011, DI-SDMP-80579, for final review and approval. The document shall incorporate all the changes and corrections generated by the review and evaluation of the previous draft. The final submission shall be provided electronically in *.pdf format.

C.2.3.14.5 In all instances, the Government shall have final format approval authority, which would include assignment of the document identifier.

C.2.3.14.6 The application of specifications, standards, and related documents shall be limited to documents specifically cited in the contract as requirements, and to specified portions of documents directly referenced therein (first tier references). All other referenced documents (second tier and below) shall be for guidance only, unless specifically cited in the contract.

C.2.4 Environmental, Safety and Energy Standards and Regulations

C.2.4.1. The Contractor shall comply with all federal vehicle safety, noise and emissions requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered IAW ATPD 2131C, Attachment 1 and in effect at the time of contract award. The FMTV trucks shall, however, comply with Environmental Protection Agency (EPA) emission regulations/standards for new motor vehicles and new motor vehicle engines in effect for calendar year 2004 at time of award with the exception of the XM1140 HIMARS Launcher Chassis.

C.2.4.2 In the event any of the foregoing requirements are changed after award, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing, and the PCO shall have the right to elect whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes or not. After receipt of this written notice, the PCO shall provide timely written advice to the Contractor of the Government's election and, if applicable, the effective date of such change(s). If the PCO's election hereunder constitutes a change which causes an increase or decrease in the cost of or time required to perform the contract, Contractor compliance shall be subject to equitable adjustment pursuant to the Changes clause of this contract. Any change to the trucks mandated by post award changes in law or regulation that had not been scheduled to take effect during the term of the contract at the time of contract award shall be subject to an equitable adjustment.

C.2.4.3 Safety Engineering. The Contractor shall integrate system safety engineering into system design efforts. The Contractor shall address the safety and health requirements of the ATPD 2131C, Attachment 1, in the technical reviews. System design and operational procedures developed by the Contractor shall consider but not be limited to the following:

- a. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.
- b. Eliminating or reducing significant hazards by appropriate design or material selection.
- c. Controlling or minimizing hazards to personnel that cannot be avoided or eliminated.
- d. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components, which are of such a nature or so located as to be a hazard to operating or maintenance personnel, shall be either enclosed or guarded. Protective devices shall not impair operational functions.
- e. Assuring that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repair and distinct markings placed on hazardous components of equipment.
- f. Ensuring that safety is considered for both operational and maintenance phases of the system.

C.2.4.3.1 System Safety Program. To assure the safety objectives are achieved, the Contractor shall implement a System Safety Program.

C.2.4.3.2 Hazard Identification. The Contractor shall provide information concerning identified hazards to the Government at IPT/System Safety Working Group Meetings so they can be entered into the Government Hazard Tracking System. As a minimum, the following information should be provided for each hazard:

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- a. Description of each hazard, to include cause, possible effect, hazard category
- b. Status of each hazard
- c. Proposed corrective action

C.2.4.3.3 Safety Assessment Report (SAR)

C.2.4.3.3.1 As a result of safety analyses, hazard evaluations, and independent Contractor testing, the Contractor shall prepare a Safety Assessment Report. The safety assessment shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The SAR will be prepared IAW CDRL A009, DI-SAFT-80102B.

C.2.4.3.3.2 A draft SAR shall be submitted 120 days prior to delivery of hardware to the Government for test. The final SAR shall be submitted 30 days after Government review of the draft. The final SAR is subject to approval by the Government.

C.2.4.3.3.3 In the event the system is modified or procedural changes made after the final SAR is submitted, the Contractor shall update the SAR to reflect those modifications or changes.

C.2.4.4. Radioactive Material. Radioactive material shall not be utilized in the equipment supplied to the Government under this contract.

C.2.4.5. Health Hazard Assessment (HHA). The Contractor shall prepare a Health Hazard Assessment Report and incorporate the HHA into the SAR as an addendum. A health hazard is defined in DI-SAFT-80102B. In preparing the health hazard portion of the SAR, the Contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component. The Contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. The Contractor shall make recommendations for the identified health hazards concerning engineering controls, equipment, and/or protective procedures, to reduce the hazard to an acceptable risk. Issues to be addressed within the report shall include but not be limited to:

- a. Noise.
- b. Toxic Gases.
 - (1) Carbon Monoxide.
 - (2) Ammonia.
 - (3) Oxides of nitrogen and sulfur.
 - (4) Acrolein.
- c. Toxic Chemicals.
- d. Ionizing or non-ionizing radiation.
- e. Heat and Cold (to include heat stress).
- f. Shock and vibration to crew members.
- g. The chemicals identified in the Materiel Safety Data Sheets to be provided in the SAR (DI-SAFT-80102B).

C.2.4.6. Hazardous Materials. Unless written authorization is obtained beforehand from the PCO, the Contractor shall not use cadmium, hexavalent chromium, Class I or Class II ozone-depleting chemicals (ODCs), or other highly toxic or carcinogenic materials in the manufacture and assembly of FMTV-family of vehicles. The Contractor shall not use materials that are identified in the Registry of Toxic Effects of Chemical Substances, published by the National Institute for Occupational Safety and Health, as materials that will produce toxic effects via respiratory tract, eye, skin or mouth. Moderately toxic materials may be used, provided the design and control preclude personnel from being exposed to environments in excess of the specified in 29 CFR 1910, Occupational Safety and Health Standards.

C.2.4.7. Hazardous Materials Management Program (HMMP). The Contractor shall establish, implement and maintain a Hazardous Materials Management Program using National Aerospace Standard 411 (NAS 411) "Hazardous Materials Management Program" as a guide. The purpose of this program is to eliminate or minimize (where elimination is not possible) hazardous and environmentally unacceptable materials throughout the life cycle of the system to ensure protection of human health and the environment. The Contractor shall prepare a Hazardous Materials Management Program Plan which, at a minimum, shall identify and describe the organizational relationships and responsibilities for eliminating hazardous materials, define the process used to identify the hazardous materials utilized in the manufacturing process, and establish prioritization criteria for ranking the relative risks of these hazardous materials. This Plan shall be submitted following the outline contained in NAS 411 paragraph 4.4 per DI MGMT-81398, CDRL A012. The Contractor shall submit

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the Hazardous Material Management Reports following the outline contained in NAS 411 per paragraph 4.4 per DI-MGMT-81397, CDRL A013. The plan and report shall address all process used in the production of the FMTV-family of vehicles, to include vehicle storage after production, and the management of waste and storage/disposal of scrap material generated by the program. The plan and report shall also identify all hazardous materials required for system production, a listing of prioritized hazardous materials for minimization/elimination per the criteria established in the Hazardous Materials Management Plan, and identify those hazardous materials/processes for which non-hazardous substitute materials/technologies may be available for implementation.

C.2.5 Government Testing Requirements.

C.2.5.1 First Article Requirements

C.2.5.1.1 First Article Requirements under this contract consist of the following:

- a. First Production Vehicle Inspection (FPVI).
- b. Production Verification Test (PVT).
- c. Component First Article Tests (CFAT).

C.2.5.1.2 First Article Approval--Government Testing (FAR 52.209-4 Deviation

- a. The Contractor shall deliver First Article Test (FAT) vehicles IAW this contract. The shipping documentation shall contain this contract number and the vehicle identification number.
- b. Within 120 calendar days of completion of all First Article Tests for each model (see paragraph C.2.5.1.1), the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval. The Government, at its discretion, may approve the FAT by model, separately.
- c. If the first article test(s) is disapproved for not meeting the performance requirements of the ATPD 2131C, Attachment 1, the Contractor, upon Government request, shall submit additional first article vehicles and support, in the same level and manner as the original FAT, for testing at no additional cost to the Government. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article vehicle or select another first article vehicle for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests and vehicles following disapproval of tests attributed to Contractor configuration as described in C.1.2.5 or interface deficiencies. The Contractor shall furnish any additional first article test items to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to the Government related to these tests.
- d. If the Contractor fails to deliver any first article vehicles on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
- e. If the Government does not act within the time specified, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual terms affected by the delay.
- f. The Contractor is responsible for providing operating and maintenance instructions and spare parts support during any first article test.
- g. Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. If first article tests reveal deviations from contract requirements, the Contractor shall make the required changes or replace all items produced under this contract at no change in the contract price.

C.2.5.2 First Production Vehicle Inspection (FPVI)

C.2.5.2.1 The Government shall select 1 of each model (except for the chassis) for FPVI. The vehicles selected shall be subjected to inspections by both the Contractor and the Government IAW clauses of the contract and the ATPD 2131C, Attachment 1. The FPVI shall be initiated at least 60 days prior to the start of the PVT and shall be completed prior to the shipment of the PVT vehicles to the Government test sites. FPVI shall be considered part of the First Article requirement (Paragraph C.2.5.1.1) of this contract. The Contractor shall notify the Administrative Contracting Officer (ACO) and TACOM, in writing at least 45 calendar days prior to said inspection stating the time and location. At the time of said inspection, the Contractor shall make available to the Government

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representatives, all records of prior inspection, tests, Qualified Product List (QPL) documentation, vendor quality requirements, drawings, and certifications.

C.2.5.2.2 The Contractor shall prepare a FPVI report for each model (except for the chassis) IAW DID DI-NDTI-80809B (CDRL A014). The Contracting Officer shall, by written notice to the Contractor within 20 calendar days after receipt of the Inspection Report, conditionally approve, or disapprove, each first production vehicle. Final approval shall not be made by the Government until satisfactory completion of the PVT portion of the First Article Test (paragraph C.2.5.3 of this contract) for those vehicle types. A notice of conditional approval shall state any further action required of the Contractor for the applicable first production vehicle or subsequent vehicles. A notice of disapproval shall cite reasons therefore.

C.2.5.2.3 If the FPVI is disapproved by the Government, the Contractor may be required, at the discretion of the Government, to repeat any or all of the FPVI. After notification of the additional inspections, the Contractor, at no increase in contract price, shall make any necessary changes, modifications, or repairs to the first production vehicles. The Government has the discretion to select another production vehicle for FPVI in lieu of the original first production vehicle. Upon completion of additional inspection, the Contractor shall again submit an inspection report. The Contractor shall bear the responsibility for delays resulting from additional FPVI. All discrepancies found during FPVI shall be corrected on the FPVI vehicles prior to start of PVT.

C.2.5.3 Production Verification Test (PVT)

C.2.5.3.1 The PVT shall be conducted by the Government at Government selected test sites IAW ATPD 2131C, Attachment 1. The vehicle model s for testing are identified below. A schedule of major contract dates is in Section F. Delays caused by test vehicle breakdown(s) due to poor vehicle quality or workmanship, or failure of the Contractor to provide adequate test support IAW contractual requirements, or failure of the Contractor to comply with the vehicle specification technical requirements shall not be the basis for adjustment of the contract delivery schedule or the contract price.

C.2.5.3.2 Requirements Applicable to Production Verification Test

a. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site(s) listed in the respective paragraphs. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor.

b. Under no circumstances shall any test vehicle be shipped from the Contractor's facility to the test sites until:

(1) A complete inspection has been performed on each vehicle by a Government team consisting of a formally designated representative of the ACO or a designated TACOM representative.

(2) All deficiencies disclosed by this Government inspection have been corrected by the Contractor and approved by the Government, as evidenced by the DD Form 250, signed by an authorized Government representative before shipment.

C.2.5.3.3 The Government will provide 1 Phase I MTV Cargo w/MHE as GFP to the Contractor within 60 days after contract award. The Contractor shall upgrade the vehicle to FPVI electrical/software configuration and ship the vehicle to White Sands Missile Range (WSMR) for Electromagnetic Emissions/Electromagnetic Interference (EME/EMI) and High Altitude Electromagnetic Pulse (HAEMP) testing 120 days after contract award. The test vehicle, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The Government will perform testing and complete the testing within 90 days after vehicle delivery. Changes to the vehicle configuration to correct test deficiencies shall be the responsibility of the Contractor and shall be incorporated in all production vehicles starting with FPVI Part 1 vehicles.

C.2.5.3.4 At the conclusion of the Aberdeen Test Center (ATC) testing identified below, 1 - LMTV cargo truck with trailer and 1 - MTV cargo truck with trailer shall be shipped to the U.S. Army Defense Ammunition Center and School (USADACS), in McAlester, Oklahoma, by the Contractor for Ammunition Certification testing IAW Annex A, para. A.2, as directed by ATPD 2131C, Attachment 1. The Contractor shall assure the vehicles and trailers are fully operational and reflect the latest vehicle/trailer configuration prior to shipment.

Specific vehicle delivery requirements for PVT Testing are set forth below:

PVT TEST VEHICLE REQUIREMENTS

MODEL		KITS	QTY	MILEAGE	TEST SITE	TEST TYPE
VT 1:						
1078A1	LMTV CARGO w/w	A, B, C & F	1	20,000	ATC	RAM-D
1078A1	LMTV CARGO	B	1	As req	ATC	RAM-D/PERF
1083A1	MTV CARGO	B, F, & N	1	20,000	ATC	RAM-D
1083A1	MTV CARGO	B, C, G, H & J	1	As req	ATC	RAM-D/PERF

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M1088A1	TRACTOR		1	20,000	ATC	RAM-D
M1088A1	TRACTOR		1	As req	ATC	PERF
M1084A1	MTV CARGO w/MHE	I, O	1	As req	ATC/WES	PERF
M1079A1	LMTV VAN	K & L	1	20,000	ATC	RAM-D
M1082	LMTV Trailer		1	12,000	ATC	RAM-D/PERF
M1095	MTV Trailer	M	1	12,000	ATC	RAM-D/PERF

PVT 2:

M1089A1	WRECKER	E	1	12,000	ATC	RAM-D
M1089A1	WRECKER	D & E	1	As req	ATC	PERF

PVT 3:

XM1087A1	EXPANSIBLE VAN		2	20,000	ATC	RAM-D/PERF
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PVT 4:

M1090	Dump	C,D	2	20,000	Ft. Leonard Wood	RAM-D/PERF
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TEST VEHICLE KIT KEY

- (A) LMHC KIT (One (1) LMTV Only) (Provided by Government to test site and installed by Government at test site)
- (B) MACHINE GUN RING MOUNT KIT (GFE provided to Contractor for installation at the Contractor's facility)
- (C) TROOP SEATS (Purchased under this contract and installed by Contractor))
- (D) ARCTIC KIT (Purchased under this contract and installed by Contractor)
- (E) ROTATING AMBER LIGHT KIT (Provided by Government to test site and installed by Government at test site)
- (F) Softtop Cargo Cover Kit (Provided by Government to test site and installed by Government at test site)
- (G) S280 Tiedown Kit (Provided by Government to test site and installed by Government at test site)
- (H) TPU Tiedown Kit (Provided by Government to test site and installed by Government at test site)
- (I) Digitization Kit (Provided by Government to test site and installed by Government at test site)
- (J) 500 Gal Drum Tiedown Kit (Provided by Government to test site and installed by Government at test site)
- (K) LMTV Van Heater Kit (GFE provided to Contractor for installation at the Contractor's facility)
- (L) LMTV Van A/C Kit (GFE provided to Contractor for installation at the Contractor's facility)
- (M) PU Tiedown Kit for Trailer (Provided by Government to test site and installed by Government at test site)
- (N) 200 Amp Alternator Kit (GFE provided to Contractor for installation at the Contractor's facility)
- (O) SINCGARS Radio Kits (Provided by Government to test site and installed by Government at test site)

C.2.5.4 Optional Testing

C.2.5.4.1 Cold Regions Arctic Testing - See Section H.9 Optional Testing

C.2.5.4.2 Mobility Testing - See Section H.9 Optional Testing

C.2.5.4.3 Accelerated Corrosion Test (ACT) - See Section H.9 Optional Testing

C.2.5.4.4 Follow-on Production Testing (FPT) - See Section H.9 Optional Testing for PY2-5

C.2.5.4.5 First Article Test (FAT) for Load Handling System (LHS) - See H.9

C.2.5.4.6 Limited User Test (LUT) for Load Handling System (LHS) - See H.9

C.2.5.4.7 Limited User Test (LUT) for MTV Cargo, LMTV Cargo and MTV Wrecker - See H.9

C.2.5.5 Course Profiles. The Government intends to conduct the majority of actual Reliability, Availability, Maintainability-Durability (RAM-D) test miles on the courses identified below for PVT and FPT. The vehicles shall be complete vehicles, loaded, serviced and fueled as specified in ATPD 2131C, Attachment 1. However, the Government reserves the right (at its discretion) to test on different courses as long as they are at a level equal to or less than that specified below, as dictated by the availability of test facilities or other program considerations. The Government also reserves the right to test on any of the courses listed for a group or any combination of courses within a group. Test courses selected are considered representative of actual terrain profiles and shall be successfully negotiated by the candidate vehicles provided. Unless otherwise specified, performance shall be demonstrated on the profiles as set in Tables VI through XII of ATPD 2131C, Attachment 1. Roads and courses are defined as follows:

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- a. Primary Roads - Specified test mileage shall be performed on the courses known as Aberdeen Test Center (ATC) Perryman Test Area (PTA) Paved and Yuma Proving Ground (YPG) Dynamometer Course.
- b. Secondary Roads - Specified test mileage shall be on the courses known as ATC PTA- 1 Course, ATC PTA-A Course, ATC Churchville Test Area (CTA)-C Course and ATC Munson Test Area (MTA) Belgian Block and ATC MTA-Gravel and YPG Old Highway 95.
- c. Cross Country - All specified test mileage shall be performed on the courses known as ATC PTA-3 Course and YPG Truck Level, High Hills and Rolling Hills Cross Country Courses.
- d. Trails - Specified test mileage shall be performed on the courses known as ATC PTA-2 Course and ATC CTA-B Course and YPG Rock Ledge and Middle East Courses.

C.2.5.6 System Support Package (SSP)

C.2.5.6.1 System Support Package List (SSPL) - The Contractor shall prepare and provide a SSPL by e-mail, in Contractor format, for each test required to the Government 60 days prior to delivery of vehicles to Government test sites IAW CDRL A015. The SSPL shall define the required support elements, including all spare parts required, technical representatives, parts storage containers or trailers required, technical manuals and other items that are required to successfully complete testing.

C.2.5.6.2 System Support Package - The Contractor shall assemble, furnish and ship (to include packing, packaging and transportation) the SSP to each designated test site 30 days prior to the start of a test. The SSP shall consist of items listed on the SSPL, but is not limited to, the following:

- a. Parts/Items for services and repairs.
- b. Peculiar/common/special tools and Test, Measurement, and Diagnostics Equipment (TMDE).
- c. Training and support of test site personnel.
- d. Personnel requirements quantity by Military Occupational Specialty (MOS)
- e. Basic Issue Items (BII)
- f. List and quantity of expendable supplies such as Petroleum, Oil and Lubricants (POL)
- g. Technical manuals, in draft format with updates as required.

C.2.5.6.3 Replacement Items - Replacement items required to continue testing, which were not identified or furnished with the SSP or were not furnished in sufficient quantities, shall be provided by the Contractor within 24 hours after notification of the shortage (72 hours for Alaska).

C.2.5.6.4 Tools and Test Equipment - The Contractor shall identify and utilize existing Government tools and test equipment to the maximum extent feasible.

C.2.5.7 Contractor Test Support

C.2.5.7.1 The Contractor shall be responsible for furnishing repair parts and technical support during PVT for the vehicles at all the Government test sites identified in C.2.5.3 of this contract.

C.2.5.7.2 Contractor technical support shall include technical representation at the Government test site throughout the test period. The Government will provide storage facilities for Contractor furnished repair parts at the test site.

C.2.5.7.3 The Contractor shall provide field service representatives at all Government test sites who shall advise and make recommendations to orient and instruct key Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. When requested by the Government, the Contractor shall perform all general support and depot maintenance level of repair at each test site.

C.2.5.7.4 The Contractor shall provide the Government data collector any errors/inconsistencies discovered in technical manuals or publications during this maintenance.

C.2.5.8 Test Deficiencies/Failures

C.2.5.8.1 A failure is defined as the condition of not achieving the desired end/requirement, i.e. an event, or state, in which a system or a component does not perform as specified in the ATPD 2131C, Attachment 1 and TDP as described in C.1.2.5.

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C.2.5.8.2 A deficiency is defined as a condition that lacks an essential quality or element and may be used synonymously as a failure.

C.2.5.8.3 In the event of a vehicle/component test failure, the Government reserves the right to retest the vehicle/component upon correction of the failure by the Contractor to the complete extent and duration specified in the test program, or to such lesser extent as the PCO shall consider appropriate in his/her sole discretion. The Contractor shall be responsible for delays in the program test period resulting from vehicle/component failures and for failing to adequately or timely furnish parts support. The Government shall have the right to extend the specified program test period accordingly at no increase in contract price.

C.2.5.8.4 The Contractor, when directed by the PCO, shall correct on-site any failure of the system, which occurs during testing. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

C.2.5.8.5 Deficiencies found during or as a result of First Article Testing, shall be prima-facie evidence that all vehicles/components already produced prior to completion of First Article are similarly deficient. Such deficiencies on all vehicles/components shall be corrected by the Contractor at no additional cost to the Government except for legacy deficiencies as defined in paragraph C.2.5.9.10.1.

C.2.5.9 TEST INCIDENT REPORTS/FAILURE ANALYSIS & CORRECTIVE ACTION REPORT.

C.2.5.9.1 The Contractor shall be responsible for accessing the test site computer databases, i.e. Versatile Information Systems Integrated On-line Nationwide (VISION)/ Army Test Incident Reporting System (ATIRS), for all Test Incident Report (TIR) data during Government-required tests.

C.2.5.9.2 Receipt of a TIR is defined as the day the TIR is posted to the database. Upon receipt of a TIR, the Contractor shall assess the failure and furnish a Failure Analysis and Corrective Action Report (FACAR) with the proposed corrective actions set forth in this contract provision and contract provision C.2.5.9.10. The FACAR (i.e. Section VI of the TIR) shall be prepared by the Contractor in the ASCII format Corrective Action data stream identified at Attachment 10 of the contract and as described in the DI-RELI-81315 (T) (CDRL A016).

C.2.5.9.3 Contractor entries to Data Blocks 100, 102, 103, 104, and 105 are required. Such entries shall be directed via official Government CARB minutes and made by the Contractor within 1 week following the receipt of the minutes.

C.2.5.9.4 The Contractor shall provide FACAR supporting information/documentation (supplier data, test data, certifications, drawings, digital photographs, etc) to the VISION system either voluntarily or upon Government CARB members request. The supporting documentation shall be submitted in *.pdf format. If the Contractor is providing this supporting documentation, the first words in Data Block 120 of the ASCII format Corrective Action data stream shall be Supporting Documentation. Each FACAR shall include specific detailed identification of this supporting documentation. Each time the CA Entry Date changes and additional supporting documentation is submitted, the first words in Data Block 120 shall be supporting documentation and a descriptive narrative of the supporting documentation changes shall be provided.

C.2.5.9.5 The Contractor shall access the ATIRS/VISION System for TIRs and corresponding FACAR submissions prior to the first scheduled CARB to assure system compatibility and smoother processing of emailed data deliverables.

C.2.5.9.6 INTERIM FACARs - Interim FACARs shall be provided by the Contractor within the following specified time frames:

- a) Critical Defect 48 hours after Government notification.
- b) Major Defect 20 days after Government notification.
- c) Minor Defect Interim response optional.
- d) Informational No interim response required.

Critical, major and minor defects are critical, major and minor nonconformances as defined in FAR paragraph 46.101. Informational TIRs are TIRs not classified as critical, major or minor. The interim response shall provide the status of the Contractors investigation, and proposed date for submission of the final response. The interim status shall be updated every 30 days subsequent to the initial interim response. The Government CARB members may agree with the Contractor to extend or modify the time period for subsequent interim responses.

C.2.5.9.7 FINAL FACARs - For TIRs where an interim response has not been submitted, a Final FACAR is due within 45 days of TIR receipt. For TIRs where an interim response has been submitted, a Final FACAR is due within 45 calendar days after receipt of the interim FACAR. The Contractor shall provide Final FACARs to all Informational TIRs if those reports identify any shortcoming, deficiency, and/or any non-compliance with the specification or contractual requirements.

C.2.5.9.8 Revision to TIRs will be handled in the same manner as stated in C.2.5.9.1 thru C.2.5.9.6.

C.2.5.9.9 The Contractor shall conspicuously mark, tag, and control each failed test exhibit received from the tester as it corresponds to its respective TIR. All identification markings/taggings placed on a failed test exhibit by the testers shall be

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maintained with the exhibit. Each failed test exhibit supporting the FACAR process shall not be handled in a manner that may obliterate facts which are viewed by the Government CARB as pertinent to the analysis. The Contractor shall be fully responsible for the storage of each failed test exhibit and the item(s) shall remain stored pending disposition of the failure analysis and Government CARB notification and approval.

C.2.5.9.10 Scoring Conferences/Corrective Action Review Board (CARB) Meetings

C.2.5.9.10.1 Scoring conference. The Contractor shall identify any legacy deficiencies as a part of their failure analysis. A legacy deficiency is defined as a deficiency caused by a TDP deficiency no inclusive of the Contractor's Phase II changes (paragraph C.1.2.3), any interface related changes made to parts, components, assemblies or other items necessary to accommodate Contractor changes, and any test related modifications to Contractor changes from the date of proposal submission. During and after Government testing, Scoring Conferences will be held to review and independently score Test Incident Reports (TIRs) primarily affecting blocks 41-44 of the TIR. Contractors will be able to attend the conference meeting to present to the Government Scoring Conference members information, evidence, or opinions that the members should consider IAW DA and Congressional directions. The Contractor will not attend the actual scoring of the TIRs. During these conferences, the Government will determine which TIRs would qualify as scored mission failures, essential maintenance actions, unscheduled maintenance actions, etc. IAW Failure Definition/Scoring Criteria, Attachment 11, to develop official reliability, maintainability, and durability assessments. The Scoring Conference may also at this time revise the incident classification (Critical, Major, Minor, Information) based on known test data and/or the quantity of TIRs for a particular failure mode (AR 73-1, DA PAM 73-1). The Government will notify the Contractor of the Scoring Conference results within 10 working days of the meeting through the PCO.

C.2.5.9.10.2 CARB Meetings. During and after Government testing, CARB meetings will be held to review the functional/performance failure data and corrective action status of all TIRs classified in block 32 of the TIR as Critical, Major, or Minor. The CARB will review the contents of CDRL A016 DI-RELI-81315(T)(primarily affecting blocks 100-123 of the TIR). FACARs submitted IAW C.2.5.9.1 through C.2.5.9.8 shall not conflict with Contractor submissions made at the Scoring Conference.

C.2.5.10 Test Vehicle Modifications

C.2.5.10.1 All desired changes to test vehicle hardware or software shall be initiated by a Test Work Authorization Document (TWAD). The Government will review and process this form within 2 working days after receipt. Once a modification has been validated during testing, the Contractor shall initiate Deviation IAW Section C.2.2.5.

C.2.5.10.2 The form shall be in Contractor format; a copy of which shall be provided to the TACOM Quality Assurance Representative IAW CDRL A017.

C.2.5.11 Component First Article Testing (CFAT). First Article Tests shall be required for all CFATs contained in the FMTV TDP as described in C.1.2.5 as well as the Component First Article Tests specified in the following contract clauses; clauses C.2.5.11.1 through C.2.5.11.10 shall apply to all CFATs contained in the FMTV TDP, Attachments 2 and 3.

C.2.5.11.1 The Contractor shall perform CFAT on the components and systems listed below. The Government reserves the right to be present at any such testing. The Contractor shall notify the Government a minimum of 20 days prior to conducting a test. Failure to notify the Government within the time limit may, at the Governments discretion, be grounds to reject the test. Where a system is referenced, the Contractor is responsible for conducting the test at the component part level; for example, Steering System requires component level testing of the steering pump, steering gear, steering column, steering wheel, steering shaft, steering assist cylinder, and damper shock, as a minimum. The test shall include a dimensional inspection that validates the component meets the level 2 drawing requirements. The approved CFAT procedures shall become the baseline test requirements of the Quality Assurance Provisions. During the Physical Configuration Audit, a complete review of Quality Assurance Provisions and associated requirements will be performed, if applicable. First Article Tests shall evaluate performance, durability, and environmental tests. Component First Article test items shall be listed on the Quality Engineering Planning List (QEPL) and shall be representative of items to be manufactured using the same process, facilities and procedures as will be used for contract production. The Contractor is responsible for all CFATs and notifying the Government of components requiring CFAT. It is the Contractor's responsibility to assure the QEPL is complete. Failure to submit a complete list and schedule to the Government will not relieve the Contractor of Component First Article Testing. Delays in schedule as a result of the Contractor's failure to identify the CFAT components requiring first article test will be the responsibility of the Contractor. The component First Article shall be inspected and tested to all requirements of the drawing(s), and specification(s) of the TDP (IAW C.1.2.5) and successfully complete CFATs.

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| (1) Engine | (18) Electrical Wiring System |
| (2) Transmission | (19) Control Station-Control/Gauges |
| (3) Transfer Case or Drop Box Assembly | (20) Suspension System |
| (4) Trailer Leg Mechanism | (21) Filter/Separator Assembly |
| (5) Steering System | (22) Starter |
| (6) Material Handling Equipment(s) | (23) Air Cleaner |
| (7) Cargo/Dump beds | (24) Fan, Cooling System |
| (8) Dump Body Hydraulics | (25) Fan, Clutch Drive |
| (9) Air, Hydraulic oil or fuel tanks/ reservoirs | (26) Radiator |

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| (10) Fifth Wheel | (27) Engine After Cooler |
| (11) Propeller Shaft | (28) Transmission Oil Cooler |
| (12) Power Take-Off (PTO) Mechanism | (29) Cab |
| (13) Van Body | (30) Heater Assembly and Core |
| (14) Brake System | (31) Alternators |
| (15) Pressure Release Valve(s) | (32) Winches |
| (16) Wheels | (33) Van Heater |
| (17) Electronic Control for Engine,
Transmission, Central Tire Inflation
System, Anti-lock Braking System etc. | (34) Van Air Conditioner |

C.2.5.11.2 The Contractor shall specify the number of component units required to perform CFAT.

C.2.5.11.3 Component First Article Test Plan. The Contractor shall prepare and submit for Government approval, prior to the beginning of any CFAT, a recommended inspection plan for the first article item(s). CFAT shall be completed 30 days prior to the start of PVT. Individual First Article Test plans shall be submitted for Government review within 90 days after contract award IAW DID DI-NDTI-80566 (CDRL A018). The Government will have the right to monitor all CFATs. The Contractor shall provide a list and time schedule of CFATs as part of this plan, including anticipated completion dates.

C.2.5.11.4 CFAT Report. The Contractor shall submit all CFAT Report(s) within 60 days of CFAT completion. Reports shall be identified CFAT. The CFAT report(s) shall include part number drawings and Quality Assurance Provisions. The CFAT report shall be prepared IAW MIL-STD-831 and DID DI-NDTI-80809B (CDRL A014). CFAT reports shall contain a matrix summary which tabulates each test/inspection performed, results of each test (pass/fail), corresponding page where data is located, Contractor position and any corrective action, if required, shall be included in the report.

C.2.5.11.4.1 Conditional Acceptance of Components pending CFAT Completion. The Contractor can use components in the manufacture of FMTV vehicle production, pending successful completion of the CFAT for that component provided:

- a. The Contractor agrees to successfully complete all of the CFAT tests.
- b. The Contractor shall rectify all deficiencies/discrepancies in each component that are identified during the subsequent CFAT testing, regardless of the location of each component.
- c. In the event that there is a CFAT failure during the period of time that the Contractor is authorized to use components, then the Government reserves its right to:
 - (1) Not accept, or cease acceptance, whether conditional or final, of vehicles
 - (2) Require the Contractor to repeat all, or a portion of, the PVT at the Contractor's expense

C.2.5.11.5 Disapproval. If the CFAT is disapproved, the Contractor, upon Government request, shall repeat any or all CFATs. After such request for additional tests, the Contractor shall make any necessary changes, modifications or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government resulting from these tests.

C.2.5.11.6 Changes. If changes are made to the technical data, production processes, facilities, and/or type of material, a subsequent CFAT may be required, as determined by the Government. When either of the above conditions occur, the Contractor shall notify the PCO/ACO so that instruction for the submission, inspection and notification of results can be made. Costs of CFATs resulting from Contractor proposed technical data changes, production process change or material substitution shall be borne by the Contractor.*

C.2.5.11.7 Manufacture. The Component First Article offered for test(s) must be manufactured at the facilities in which that item(s) is to be produced under the contract. If the First Article is a component not manufactured by the Contractor, the component must be manufactured at the same facilities in which the component is to be produced for the contract. A certification by the Contractor to this effect must accompany each CFAT which is offered. In the event CFAT reveals deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes to the items, or replace all the items manufactured under this contract, at no change in contract price.

C.2.5.11.8 If not specified otherwise in the applicable specification or Quality Assurance Provisions or elsewhere in this clause, the First Article shall be taken from the first 10 units produced for this contract. In the event that the first 10 units of a lot are not available, the Government reserves the right to select the CFAT quantity from any lot..

C.2.5.11.9 Subcomponent First Article Test requirements may be met during the performance of the First Article Test of a higher

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assembly, only if the required characteristics can be tested. If any characteristic of the subcomponent is not or cannot be tested during the higher assembly testing, the subcomponent shall be tested separately.

C.2.5.11.10 Reserved.

C.2.5.11.11 Component First Article Conditions. The CFAT requirement is considered to be met if the Contractor certifies that (1) the supplier has component First Article Approval on the identical part delivered for use in a previous vehicle production contract with the Government and (2) the supplier has been a continuous supplier of the part (for purposes of this clause, a continuous supplier is defined as one which has not had a break in production in excess of one year, and the design and manufacturing/assembly process or place of manufacture have not been changed). If military/federal specifications are applicable to the component and changes to these documents have been implemented which may impact form, fit, function or performance, a First Article Test shall be accomplished. Further, if degradation of performance of the component is evident, as determined by the Government, a First Article Test will have to be accomplished.

C.2.5.12 Disposition of All Test Vehicles/Kits (including optional testing). Following successful completion of testing, the Government may elect to have specific test vehicles or kits refurbished at Government expense.

C.2.5.13 Follow-On Production Testing (FPT). The FPT will be conducted IAW ATPD 2131C, Attachment 1, Section 4, paragraph 4.6- See Section H.9 Optional Testing

C.2.5.14 Control Tests. The control test will be conducted IAW ATPD 2131C, Attachment 1, Section 4, paragraph 4.5.

C.2.5.15 Limited User Test (LUT)for Expansible Van and Dump Models. The Government will be conducting a separate LUT for the Expansible Van and Dump Models. Length of testing will be approximately 3 months for the Expansible Van and 1 month for the Dump. Testing for the Expansible Van will begin 30 days after completion of PVT. Testing for the Dump will beign 60 days after completion of PVT. The delivery requirements are specified below:

LUT Test Vehicle Requirements

MODEL	QTY	MILEAGE	TEST SITE	TEST TYPE
XM1087A1	2	1,000	Ft. Hood	RAM-D/Perf
M1090	2	1,000	Ft. Leonard Wood	RAM-D/Perf

The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7, TIR/FACAR and Test Vehicle Modification IAW C.2.5.9. and C.2.5.10. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor.

C.2.5.16 Physical Configuration Audits

C.2.5.16.1 Physical Configuration Audits (PCA) shall be performed by the Contractor and witnessed by Government personnel to validate the new hardware being introduced to the FMTV TDP, Attachment 2, utilizing Level 3 drawings of which ECPs have been approved by the Government. The PCA shall be based on each ECP. The Contractor shall also include components that require a change of supplier from the baseline configuration. The accomplishment of the PCA shall follow the schedule delineated in the Government-accepted detailed Physical Configuration Audit Plan identified in paragraph C.2.5.16.2 and shall be conducted incrementally on the vehicle, its components and parts of components. The PCAs shall be completed no later than 120 days after delivery of PVT vehicles. Guidance for conducting the PCA is contained in Army Regulation 70-69 and MIL-STD -1521.

C.2.5.16.2 The Contractor shall submit for Government approval, a detailed Physical Configuration Audit Plan, IAW DID DI-CMAN-80556A (CDRL A019). The PCA shall be phased to 90 days after each ECP is approved. Each PCA shall be completed within 90 days. Hardware delivered for the PCA shall be built to Level 3 drawings.

C.2.5.16.3 The PCAs will be performed on the items selected by the Government. The Government may, at its discretion, choose any drawing characteristics deemed necessary to verify during the PCA. The Contractor shall submit a comprehensive list of all current drawings which are contained in the TDP and which are representative of the configuration being audited. The list shall be provided to the Government 90 days before the start of the PCA. The Government will select a sample of parts from each increment as delineated in the Government- approved Configuration Audit Plan. The number of samples selected shall be IAW the following:

Number of Physical Configuration Audit Items on List or Engineering Change Proposals	Sample Size of Items for Inspection
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91 to 150	20
51 to 280	32
281 to 500	50
501 to 1200	80
1201 to 3200	125

C.2.5.16.4 The Contractor shall provide notification to the PCO and the ACO not less than 21 days prior to the conducting of any audit. An agenda shall be provided IAW CDRL A020. The Government Quality Assurance Representative(s) shall be present in all cases. The Contractor shall also provide the PCO (concurrent with the agenda): (i) all first piece inspection reports; (ii) material, hardness and finish certifications; and (iii) all subassembly inspection/material, hardness and finish certifications.

C.2.5.16.5 All parts, assemblies, and subassemblies offered for PCA shall be produced using tooling, processing and inspection procedures that will be followed during production. Quality Assurance Provisions shall be audited to the extent possible to assure compatibility with the drawings.

C.2.5.16.6 If findings from a PCA disclose no difference between the PCA item, the Level 3 drawings, and related quality assurance technical data, the Contractor shall submit, for approval, a final PCA report, including the PCA Inspection Reports (see DID DI-CMAN-81022, CDRL A021 for guidance).

C.2.5.16.7 If deficiencies are found during the PCAs and these deficiencies exceed 5% of the total characteristics audited on any increment, the Contractor shall initiate corrective action and be required to provide objective evidence that similar trends do not exist on future submissions to the Government. Further, the Contractor shall be required to audit the entire drawing package/configuration item and correct all errors if deficiencies exceed 5% of the total characteristics on the Government selected parts. General characteristics such as component workmanship shall be counted as one (1) per component; i.e., poor soldering on a circuit card, or burns on a component, shall count as one (1) observation and/or one (1) deficiency. Drawing deficiencies such as spelling errors, drawing format deficiencies, and incorrect dimensioning practices shall be counted as one (1) defect per category; (i.e., a drawing with three (3) misspelled words, four (4) format deficiencies, and five (5) improperly dimensioned items will equal a total of 3 defects, one (1) for each category) and dimensional discrepancies of the hardware or drawings will count as one (1) defect for each discrepancy.

C.2.5.16.8 The Contractor must correct the errors and present corrective action through an ECP to the Government before PCA approval is considered.

C.2.5.16.9 In the event deficiencies are not resolved and corrected, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

C.2.5.16.10 The Government reserves the right to stop acceptance of all vehicles if the PCA is not completed within the schedule specified in this contract. All costs associated with the contract or failure to complete the PCA as originally scheduled shall be borne by the Contractor.

C.2.5.17 Statistical Process Controls (SPC)

C.2.5.17.1 The Contractor shall validate the quality of the product, whether produced at the prime Contractor facility or subcontractor/supplier facility. When using Statistical Process Control (SPC) data and analysis for validation purposes, the techniques utilized shall be based on statistically valid and established methods.

C.2.5.17.2 The Contractor and their suppliers shall have documented procedures, as part of their quality system, for the identification and selection of characteristics for the application of SPC. Candidate characteristics shall be composed of (1) Critical and Major Product and performance characteristics identified in the Technical Data Package and other contract documents, (2) Characteristics deemed vital or significant from a formal team approach process analysis, such as Potential Failure Mode Effects Analysis (PFMEA), (3) repetitive/historical type failures. The Contractor shall continue to perform Pareto Analysis throughout the life of the contract to analyze/determine application of SPC techniques.

C.2.5.17.3 The Contractor and their suppliers shall have documented procedures, as part of their quality system, for the development and maintenance of Process Flow Diagrams for all processes that use SPC. The flow diagrams will be available for Government and in-process auditing.

C.2.5.17.4 The Contractor and their suppliers shall have documented procedures, as part of their quality system, for the development and maintenance of detailed process control plans. The process control methods employed shall be prevention oriented, such as statistical process control.

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C.2.5.17.5 The Contractor and their suppliers shall have documented procedures for the performance of process capability studies. The Contractor and their suppliers are encouraged to perform process capability studies during process planning, development, sustainment, and improvement efforts. Should the Contractor and their suppliers request reduction of contract-related inspections, approval decisions shall be based on process capability indices (Cpk, Ppk, Cpm) for variables data and for attribute data, product acceptance expressed as a percentage or PPM defective.

C.2.5.17.6 The Contractor and their suppliers shall have documented procedures for the performance of audits and the review and analysis of the audit results. These procedures shall include the auditing of: (1) the product appraisal methods, (2) the product to validate control chart data, (3) the process to validate compliance to work instructions, (4) compliance to control chart procedures. These procedures shall also define the extent and frequency of each audit, and who shall conduct the audit.

C.2.5.18 Continuous Improvement Teams. The Contractor shall establish continuous improvement teams. The Contractor shall appoint a representative to function as a Liaison Officer with the Government to keep the Government abreast of progress of the continuous improvement teams. The Liaison Officer will be responsible for maintaining statistical control charts for Contractor and Government detected discrepancies. The Liaison Officer should use a combination of statistical signals, Pareto analysis, and customer complaints to determine the vital few characteristics requiring investigation and corrective action. The continuous improvement teams shall have organizational freedom to cross departmental lines to obtain the resources needed to correct problems. The Contractor shall assure that corrective action feedback loops are in place to assure corrective action is taken at the source of the problem. The continuous improvement teams shall assure that the final inspection record is updated as required. The final corrective action for a particular issue shall address the root cause of the subject failure/problem as well as contain a description of the effort to apply the corrective action, lessons learned, and its applicability to other areas in order to preclude similar failures/problems.

C.2.5.19 Canceled Specifications and Standards. Specifications and standards referenced in the ATPD 2131C, Attachment 1 and FMTV TDP, Attachment 2, may be used to satisfy requirements even after the referenced documents are canceled. Replacement specifications and standards may also be used to satisfy ATPD 2131C, Attachment 1 and FMTV TDP, Attachment 2, requirements in lieu of the canceled document. Document replacement must be noted in the canceled and/or replaced documents. A technical evaluation shall be applied to determine the nearest equivalent requirement IAW new specifications or standards. The Contractor shall document any necessary interpretation and shall make this available to the Government upon request. The process used by the Contractor shall be submitted to the PCO for review and concurrence 30 days after contract award. This process shall follow the guidelines contained in DFARS 211.273 entitled Substitutions for Military or Federal Specifications and Standards.

C.2.5.20 Certifications to ATPD 2131C, Attachment 1, Performance Requirements. Fifteen (15) days prior to First Production Vehicle Inspection (FPVI), the Contractor shall provide all certifications required by ATPD 2131C, Attachment 1 to the Government IAW DI-MISC-80678 (CDRL A022). The certifications and testing required shall be resubmitted to the Government if changes are made to the hardware and systems subsequent to the original certification.

C.2.6 Program Management

C.2.6.1 Technical Data and Reports

C.2.6.1.1 Unless otherwise specified, the Contractor shall prepare technical data and reports and submit them in the format and scope specified in the applicable Contract Data Requirements List (CDRLs)(DD Form 1423), Data Item Description (DID) (DD Form 1664) or as described in the contract Scope of Work. Unless otherwise stated, all technical data and reports shall be submitted by E-mail or by other electronic means mutually agreed to by both parties. Data/Reports submitted by E-mail shall not exceed 3 megabytes (MB) in file size. Data/Reports over 3 MB shall be transmitted on a disk via regular mail. All proprietary data/export control data submitted by the Contractor shall be submitted via a computer disk.

C.2.6.1.2 Data Item Descriptions. Copies of standard Data Item Descriptions (DIDs) invoked under this contract shall be provided as Exhibit B of this contract. Tailored DIDs along with unique DIDs unavailable through normal channels are also furnished with this contract as Exhibit B. Tailored DIDs are highlighted by the use of "(T)" following the DID number, eg., DI-E-1112(T).

C.2.6.1.3 Status Report. The Contractor shall provide the Government with a monthly status report of all technical data and reports required under this contract. The report shall, as a minimum, list all technical data, reports, studies, analyses, minutes, etc., when they are required, (e.g. monthly, one-time), when the data was delivered, and the requiring office for the item provided. The report shall identify those items not delivered on time and shall provide a revised date for the delivery of the item. The Contractor shall include a reason for all items delivered late. This report shall be in contractor format and shall be provided electronically to the Government no later than the fifteenth of the month. The first submittal of the report is the first month after contract award. This report shall be provided to the PCO, the ACO and to the Project Managers Office. (CDRL A023)

C.2.6.2 Vehicle Tracking Report.

C.2.6.2.1 The Contractor shall prepare and deliver a Vehicle Tracking/Shipping Report spreadsheet. Reporting is required for all truck and trailer CLINs under this contract. This shall include all vehicle loans. The first report shall be submitted the day of first vehicle delivery and will be provided electronically. The report data shall be maintained current for each day's production as additive to the master file. The Contractor will submit the report in a mutually agreed upon format in a program, such as Microsoft

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Excel. The report will contain the following information, and will be capable of being sorted by any of the columns of information (CDRL A024).

Vehicle Serial No.
 CLIN No.
 Model
 Registration No.
 Engine Serial No.
 Transmission Serial No.
 Build Date
 Color
 DD250 No.
 DD250 Date
 Govt. Bill of Lading (B/L) Ship Date
 Govt. B/L
 Customer (Mark for)/Purpose (such as PM-JSTARS, 519 Bat/IOT&E Vehicle)
 MILSTRIP # (Document Number)
 Total MILSTRIP Quantity
 Ship to City/State
 Method of Shipment (Rail/Truck)
 If shipped by truck, the Carrier name
 Vehicle Type (production or prototype)
 Contract Mod for shipping instructions
 Loan vehicles will include who vehicle is loaned to, duration, date it will be returned, & purpose of loan

C.2.6.2.2 Returned Vehicles. The Contractor shall also prepare and deliver a report for all vehicles returned to the Contractors site, containing the following information (CDRL A024):

CLIN
 Vehicle Serial No.
 Model No.
 Registration No.
 Ship from City/State
 Vehicle Type (production or prototype)
 Identify whether any retrofits, reworks or modifications are required and when they will be completed

C.2.6.3 Daily Shipping Report. The Contractor shall prepare and deliver a Daily Shipping Report spreadsheet, including weekends as applicable. Reporting is required for all truck and trailer CLINs under this contract. (CDRL A025). The first report shall be submitted the day after the shipment of first vehicle and shall be thereafter submitted daily for the previous days shipment. The report shall be electronically submitted in Microsoft Excel format capable of being sorted by any of the columns of information. A negative report is required for any day there is no shipment of trucks or trailers. The report will contain the following information:

Color
 Ship Date
 Govt. B/L
 Vehicle Serial No.
 Model
 CLIN No.
 DD250 Number
 MILSTRIP # (Document Number)
 Ship to City/State
 Mode of shipment (rail, truck)

C.2.6.4 The Army Maintenance Management System (TAMMS). The Contractor shall complete DA Form 2408-9, Equipment Control Records for each end item of equipment IAW DID DI-L-1400A and DA Pamphlet 738-750. The Contractor shall prepare the form to report shipment of the item from the acceptance point of the initial accountable Army consignee (CDRL A026). The Log Book copy shall be placed in the book binder/equipment record folder and attached to the end item of equipment. Electronic copies will be delivered to LOGSA and TACOM (CDRL A026).

C.2.6.5 Cost Related Reports

C.2.6.5.1 Contractor Cost Data Reporting (CCDR) Requirements. The Contractor shall submit the cost-related reports specified below. All reports shall be prepared IAW the data item descriptions.

Form	Title	DID	CDRL
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DD 1921	Cost Data Summary Report	DI-FNCL-81565	A027
DD 1921-1	Functional Cost-Hour Report and Progres Curve Report	DI-FNCL-81566A	A028

C.2.6.5.2 Cost Reports for Cost Reimbursable CLINs. The Contractor shall prepare and submit a cost report for all CLINs that are on a cost reimbursement basis (CDRL A029). The report shall be in Contractors format and shall include the following for each CLIN:

- a. Total cost to date
- b. Cost at completion

The report shall be submitted quarterly (every 3 months) and shall begin when the Contractor starts incurring costs against any cost CLIN. The report shall be submitted within 20 days of the end of the quarter the report is for, and shall include information for the last month of the quarter (eg., report if the report is for Apr, May, and Jun; it is due NLT 20 Jul and shall include data for Jun). The report shall be submitted to the Government as identified in CDRL A029.

C.2.6.6 Production Reports

C.2.6.6.1 Production Progress reports as required by FAR 52.242-2, entitled, "Production Progress Report", shall be prepared IAW the instructions printed on the DD Form 375 or in Contractor's format. DCMA review, comments, and signature are required prior to distribution of the report. Government approval is required if Contractor format is elected. The report shall be electronically submitted in Microsoft Excel format capable of being sorted. The first report shall be submitted 3 months prior to the first full month in which vehicle delivery is required. The report shall be submitted each month thereafter until a final report, so marked, is submitted at the close of the month during which the Contractor has made the final delivery of material under this contract (CDRL A030).

C.2.6.6.2 All report submittals shall be made not later than the 8th working day of the month following the month covered in the report. The report shall be sent by e-mail.

C.2.6.7 Meetings, Reviews and IPT Requirements

C.2.6.7.1 Meetings. The Contractor shall conduct the following meetings, unless otherwise notified by the PCO in writing:

C.2.6.7.1.1 Start of Work Meeting. A Start of Work (SOW) meeting shall be conducted at the Contractor's facility within 30 days after award of this contract. It shall last no longer than 2 days. This meeting shall review the Contractors systems and schedules that shall be utilized during this contract. The meeting will review the following functional areas:

- a. Engineering
- b. Product Assurance & Test
- c. Integrated Logistics Support
- d. Business Management/Contracts
- e. Program Management Review
- f. Partnering
- g. System Technical Support (STS)

C.2.6.7.1.2 Monthly Management Review. There shall be Monthly Management Reviews. The review shall last no longer than 1 day. The reviews shall be held via Video Teleconference (VTC), conference call, or at the Contractors facility, unless otherwise notified by the PCO in writing. VTC, in lieu of actual face-to-face meetings shall be the preferred method for conducting meetings. However, the Monthly Management Review shall be held quarterly at the Contractors manufacturing facility. The Monthly Management Reviews shall include the following:

- a. Engineering Management Review
- b. Product Assurance & Test Management Review
- c. Integrated Logistics Support review
- d. Business Management/Contracts Review
- e. Program Management Review
- f. Partnering
- g. System Technical Support (STS)

C.2.6.7.1.3 Integrated Product Teams (IPTs). The Contractor shall form IPTs as necessary to interact with the Government Project Manager's office during the term of this contract. The following are examples of IPT meetings that are included under this category:

a. ILS Reviews - ILS Reviews will be event-driven and agreed to by the Government and Contractor. Publications Reviews and Provisioning Conferences are examples of ILS Reviews included in this category of ILS Reviews. Meeting times and locations will be agreed to by the IPT. Meeting agenda will be jointly developed and will focus on the status of the logistics support package, logistics planning, development, schedules, issues and actions. A record of all key decisions and actions will be maintained by the Contractor, and approved by the Government and Contractor.

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b. Quality Assurance Management Meeting - The Contractor shall schedule and participate in Quality Assurance Management Meetings to be held alternately between TACOM and the Contractors production facility or by VTC. The initial meeting shall be at TACOM and held within 90 days of contract award. Follow-on meetings shall be held every 60 days thereafter. Unless agreed otherwise, the meetings shall be no more than day in length. The Contractor shall present status of agenda topics at the meeting. The Contractor shall prepare minutes IAW CDRL A031 and an agenda IAW CDRL A020. For meetings scheduled at TACOM, the Contractor shall include a list of attending personnel with their citizenship and date of birth along with their agenda.

C.2.6.7.2 Meeting Management.

C.2.6.7.2.1 Agendas. The Contractor shall prepare agendas for all meetings in the contract in Contractor format. Agendas shall be submitted by e-mail 5 calendar days prior to the meeting (CDRL A020).

C.2.6.7.2.2 Minutes. The Contractor shall prepare minutes of meetings specified in the contract in Contractor format. Minutes, with a list of attendees, shall be provided as identified in CDRL A031 by e-mail, in MS Word format, within ten (10) working days after the meeting.

C.2.7 Integrated Logistics Support (ILS)

C.2.7.1 Basic Requirement. The Contractor, together with the Government, shall plan, manage, and execute the logistics requirements described herein of the FMTV A1 CR program. With respect to ILS, the term "FMTV A1 CR program" or "FMTV A1 CR vehicles" refers to the following vehicles:

M1078 A1	TRK, CARGO, LMTV w/o winch	2320-01-447-6343
M1078 A1	TRK, CARGO, LMTV, w/winch	2320-01-447-3888
M1079 A1	TRK, VAN, LMTV w/o winch	2320-01-447-4938
M1080 A1	TRK, CHASSIS, LMTV w/o winch	2320-01-447-6345
M1082	TRAILER, CARGO, LMTV	2330-01-449-1775
M1083 A1	TRK, CARGO, MTV w/o winch	2320-01-447-3890
M1083A1	TRK, CARGO, MTV, w/winch	2320-01-447-3884
M1084 A1	TRK, CARGO, MTV, w/MHE	2320-01-447-3887
M1085 A1	TRK, CARGO, MTV, LWB w/o winch	2320-01-447-3891
M1085 A1	TRK, CARGO, MTV, LWB, w/winch	2320-01-447-3897
M1086 A1	TRK, CARGO, MTV, LWB, w/MHE	2320-01-447-3895
M1088 A1	TRK, TRACTOR, MTV w/o winch	2320-01-447-3893
M1088 A1	TRK, TRACTOR, MTV, w/winch	2320-01-447-3900
M1089 A1	TRK, WRECKER, MTV, w/winch	2320-01-447-3892
M1090 A1	TRK, DUMP, MTV w/o winch	2320-01-447-3899
M1090 A1	TRK, DUMP, MTV, w/winch	2320-01-447-6344
M1092A1	TRK, CHASSIS, MTV w/o winch	2320-01-447-3894
M1095	TRAILER, CARGO, MTV	2330-01-449-1776
M1096 A1	TRK, CHASSIS, LWB, MTV	2320-01-447-3885

Note: Logistics support for the XM1087A1 TRK, VAN EXPANSIBLE and TRK, Load Handling System (LHS), MTV with TRAILER, LHS, MTV is planned under the STS portion of this contract. Logistics support for M1084A1/RSV TRK, CARGO, MTV (HIMARS RSV) and XM1140 CHASSIS: HIMARS Launcher Chassis is being acquired under another contract.

ILS program objectives are to analyze the support requirements and to develop and deliver a logistics support package including parts, provisioning data, technical data, training, and technical support for Contractor-generated ECPs for the FMTV A1 CR vehicles and Special Purpose Kits listed in the ATPD 2131C, Attachment 1, Annex M. The ILS package shall include all the logistics data specified below, which supports all Contractor-generated ECPs for the FMTV A1 CR vehicles and Special Purpose Kits. All ILS/Logistics Management Information (LMI) shall be prepared and delivered IAW the requirements specified herein, on the related CDRLs, and IAW guidance provided in Military Handbook 502 Department of Defense Handbook for Acquisition Logistics and Military Performance Specification 49506. The Contractor shall provide ILS management support that includes:

- End Item(s) Configuration Management Control/ILS Functional Interface
- LMI Research, Analysis, Development, and Documentation
- Vehicle System Operation and Maintenance Engineering Analysis/Planning
- Vehicle System Initial and Follow-on Provisioning/Supply Support
- Vehicle System Technical Publications Development and Continuous Update
- Operator and Maintenance Training/Training Material Development/Update

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Additional ILS program objective is to maintain commonality between variants, and downward compatability from the FMTV A1 CR models down to the FMTV A0 and FMTV A1 models.

C.2.7.2 ILS Management Responsibilities. The Contractor shall appoint an ILS Manager under the FMTV contract who will be the primary Point of Contact (POC) for the Contractor development of logistics products for the production effort and STS effort (C.3.4.2). The Contractors ILS manager or their designee will:

- a. Be responsible for managing Contractor efforts to meet logistics planning requirements defined by the ILS Integrated Product Team (IPT)
- b. Serve as the lead for the Contractor for ILS IPT Reviews
- c. Participate in milestone planning and ensure logistics products are developed based on the jointly developed (Contractor and Government) master schedule

C.2.7.3 The Contractor shall provide data sufficient to allow development of new ILS products such as provisioning, cataloging, operator, maintenance and training technical data, spare and repair parts information, and deliver that data, as specified within this contract and the related CDRLs/DIDs/specifications with related attachments.

C.2.7.4 ILS Management Control Log. The Contractor shall maintain an ILS Management Control Log (Contractor format, electronic file) (CDRL A032) with supporting documentation for Government review, as required, that tracks all changes to the production configuration baseline and subsequent ILS/LMI impact, to include the following:

- a. ECP Control Number (system, subsystem, component, part)
- b. Provisioning Change (Required/Not Required), by affected system, sub-system, assembly, subassembly, component Part Number (P/N), Contractor and Government Entity Code (CAGEC), and NSN, if available via screening
- c. Operation/Maintenance Instructions Change (Required/Not Required), by affected paragraphs/pages
- d. Operation/Maintenance Training Material Change (Required/Not Required), by affected training packages, paragraphs, pages
- e. Technical Publication Change (Required/Not Required), by affected Technical Manual (TM), paragraphs, pages, illustrations

C.2.7.5 Dedicated ILS Hardware. The Contractor shall ensure that first production hardware is available for the development, validation and verification of the ILS package to include the technical manuals.

C.2.7.6 System Support Package (SSP). The Contractor shall deliver a System Support Package (SSP) to support each TM Verification/Logistic Demonstration. The Contractor shall deliver SSPs to the indicated site by the required date. Items not furnished or not furnished in sufficient quantities to support the activity shall be delivered to the site of the activity within 24-48 hours of notification. The SSP shall include the latest configuration spare and repair parts, all special tools and Test, Measurement and Diagnostic Equipment (TMDE), and the latest version of equipment publications. A System Support Package Component List shall be prepared IAW CDRL A015.

C.2.7.7 Logistics Management Information (LMI) Research, Analysis, Development, and Documentation - Data

C.2.7.7.1 LMI data is herein defined as all vehicle specific technical information required to safely operate, maintain, and support the system by the intended target audience in its designated environment(s) for the expected life-cycle of the equipment.

C.2.7.7.2 The Contractor shall brief his strategy for conducting operation and maintenance analysis at the ILS SOW Meeting. Updates to any analysis, procedures, and/or strategy shall be briefed at each subsequent ILS review.

C.2.7.7.3 Logistics Management Information Summaries (LMIS)/Supportability Analysis Summaries (SAS), Maintenance Analysis Planning/Repair.

C.2.7.7.3.1 The Contractor shall conduct a review of new operation and maintenance information for the affected systems (FMTV A1 CR) focusing on operation and maintenance analysis for new vehicle assemblies, sub-assemblies, spare parts, Basic Issue Items (BII), Component of End Item (COEI), Additional Authorized List (AAL), and kits, and identify the tools required to define optimal maintenance support. The Contractor shall ensure LMI is fully addressed in all ECPs and that LMI is maintained to the most current configuration baseline and LMI Data Summaries are provided IAW CDRL A03, DI-ALSS-815303.

C.2.7.7.3.2 LMI Data for Engines and Transmissions. The Contractor shall provide technical data, repair manuals and test standards to include dynamometer test standards, required to rebuild/remanufacture and test the engine and transmission for the FMTV A1 CR and also

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update as required IAW CDRL A034.

C.2.7.7.4 Oil Analysis Report, DI-MISC-80390, CDRL A035. The Contractor shall update the Oil Analysis Report for the FMTV A1 CR engine and transmission, as required. If there is any change in model or configuration of the engine or transmission between the FMTV A1 model and the CR model, this report shall be provided by the Contractor for the component (engine or transmission) which has been changed. If there is no change in model or configuration in either the engine or the transmission, then this report will not be required. The report shall contain information on wear-metal, metallurgy, location of sampling valves, chemical composition of non-standard lubricants supplied or required by the Contractor, failure rates of oil-lubricated components and recommendations for sampling and change intervals and lubricant physical property limitations.

C.2.7.8 Provisioning Program.

a. The FMTV system has an existing Provisioning Master Record (PMR). It will be determined at the SOW meeting whether parts that are not common will be addressed by either a separate Use on Code (UOC) or tracked by serial number. The Government will provide a copy of the LSA/LMI database and the PMR database after the Start of Work meeting so the Contractor can perform a reconciliation of the two.

b. The provisioning program for the FMTV requires that the Contractor maintain the PMR providing the Government with data IAW Logistics Management Information Data Procedure, Attachment 14, LMI Data Products IAW CDRL A036, DI-ALSS-81529. Provisioning will be maintained to a baseline representative of each engineering change. The PMR contains all data for the assemblies, sub-assemblies, spare parts, and kits to include COEI, BII, AAL, and Special Tools and Test Equipment required to support the FMTV.

c. All provisioning data submitted under this contract for the purpose of PMR initial load or maintenance shall be IAW the requirements herein; drawings/illustrations sufficient for provisioning shall be in *.pdf format. Updates to provisioning data shall be provided by the Contractor IAW CDRLs A036 (DI-ALSS-81528), A037 (DI-ALSS-81529), A038, (DI-ALSS-81530), and A039, DI-ALSS-81529.

d. The respective PMRs for each of the FMTV systems shall be the primary source for all Repair Part and Special Tools List (RPSTL) generation for the life of this contract.

e. Pending completion of the database reconciliation process and completion of any new provisioning efforts to include all subsequent Provisioning On-line System (POLS) inputs, the Contractor will generate a Logistic support Analysis (LSA) RPSTL Proof output product and forward it to the Government for the purpose of RPSTL integration. The Contractor shall be responsible for consolidating the RPSTL Proof parts list and corresponding RPSTL illustrations to form a completed RPSTL revision/changes for each FMTV. The Contractor will conduct a quarterly reconciliation of the PMR and LSA/LMI databases.

C.2.7.8.1 LMI Data Products/Provisioning Parts List (PPL), DI-ALSS-81529, CDRL A036, as provided in Data Product Checklist, Attachment 15.

a. The Contractor shall maintain a Provisioning Parts List (PPL) in Contractor format (hard copy and electronic file)that contains the proposed items to be updated/loaded into the PMR.

b. After the composite FMTV PMRs are completely loaded/updated to reflect the FMTV A1 CR approved configuration at time of contract award, the Contractor shall continuously maintain provisioning data for the FMTV. The PMR shall be updated as agreed to by the IPT.

c. PLISNs shall be added and/or changed to reflect any changes in production configuration resulting from Engineering Change Proposals (ECPs) and/or Original Equipment Manufacturer (OEM)/vendor parts information changes. The existing PLISN/LCN structure will be used to the greatest extent possible.

C.2.7.8.2 LMI Data Products /Provisioning Parts List Index (PPLI) DI-ALSS-81529, CDRL A037 as provided in Data Product Checklist, Attachment 15. Cross-reference list of entries on the Provisioning Parts List (PPL) is to be prepared and delivered with each Provisioning Parts List submission.

C.2.7.8.3 LMI Summaries/Pre-Procurement Screening, DI-ALSS-81530, CDRL A038. The Contractor shall conduct pre-procurement screening of part numbers and/ or technical characteristics screening for all items to be provisioned. Drawings are not required for items accompanied by a copy of pre-procurement screening results, which indicate the item has a valid NSN.

The Contractor shall have the following at each provisioning conference/review:

- (1) Proposed changes to LMI data in Contractor format for review.
- (2) One drawing for each part listed on the LMI Data Product Report that does not have an NSN.
- (3) A copy of the pre-procurement screening that shows either a hit or no-hit for NSNs.

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C.2.7.8.4 LMI Products/Supplementary Provisioning Technical Documentation (SPTD)/Drawings (DI-ALSS-81529, CDRL A039). The Contractor shall have provisioning conferences as soon as data is available but no later than 60 days after each PVT completion to provision the Contractor-generated ECPs. The Contractor shall have available for review at each provisioning conference/review one hard copy SPTD/drawing for each item on the PPL that requires NSN assignment. These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics, assemble/ make-from instructions, and details of material for each assembly, sub-assembly, spare part(s), kits, special tools, BII, AAL or COEI on the FMTV vehicle system.

- a. The drawings shall be in PLISN sequence.
- b. After approval of each drawing as being suitable for NSN assignment, the drawings shall be submitted on a Compact Disk (CD) in Adobe Acrobat, pdf file, or some other software product format as agreed to, one week after completion of each provisioning conference/review.
- c. Text on all drawings shall be in the English language.
- d. The Contractor shall have all approved vendor Commercial and Government Entity (CAGE) Codes typed, stamped or written legibly with an authorized signature and date cited on all drawings.
- e. Substitutes for drawings, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions of dimensions, material, mechanical, electrical, or other descriptive characteristics are permitted only by exception on a case by case basis by provisioner/Defense Logistics Information Service (DLIS) personnel.

C.2.7.8.5 Special Equipment Tools and Test Equipment List (TTEL) (DI-ILSS-80868(T), CDRL A040). The Contractor shall prepare and deliver a TTEL listing those new, changed support items for the FMTV A1 CR and Special Purpose Kits listed in ATPD 2131C, Attachment 1, Annex M that are not currently listed in the FMTV A1 Manuals. A list of Supply Catalogs can be found in DA Pamphlet 25-30, Sec. 6. The TTEL List, with drawings, shall be identified at the first provisioning conference/review. Based on approval of the TTEL, the Contractor shall deliver the data concurrently with the first submittal of the provisioning data. Updates shall be provided with each subsequent delivery of the LMI Data Products.

C.2.7.8.6 Next Higher Assembly (NHA) PLISNS and Overhaul Quantities.

- a. NHA PLISNs and overhaul quantities (OVHL QTY) are generated through the provisioning process and used to identify and forecast repair parts requirements for all assemblies/subassemblies/ components. OVHL QTY is the estimated number needed to support overhaul of 100 NHA.
- b. The Contractor shall enter the immediate NHA PLISN as well as the applicable end item PLISNs, their Indicator Code and OVHL QTY for each new PLISN entered in the PMR.

C.2.7.9. Government System Access. The Contractor shall provide updates to the PMR in a manner agreed to by the Government.

C.2.7.10 LMI Quality Control Testing/Validation - LMI Quality Assurance Verification.

C.2.7.10.1 LMI Quality Control Testing/Validation. The Contractor shall physically test/validate 100% of the new LMI being procured under this contract. Method of LMI testing/validation shall be at the Contractors discretion; however, testing/validation methodology shall be sufficient to correct all technical inaccuracies within the LMI. Validation methodology shall be presented at the Start of Work meeting.

C.2.7.10.2 LMI Quality Assurance Verification. Government LMI quality assurance sample verification for new LMI being procured in this contract will begin at the time of contract award and will continue throughout the life of this contract. Sample verification will be conducted at the Contractors facility and at Government installation/facilities, at the discretion of the Government. Verification support shall be provided by the Contractor. If required, the Government will notify the Contractor of verification support requirements NLT 30 days prior to the verification start date. The Contractor shall provide verification support no later than the verification start date. The Government reserves the right to use target audience maintainers to perform sample verification tasks.

C.2.7.10.3 Maintenance Allocation Chart (MAC). The Contractor shall update the MAC presently in the FMTV TMs to reflect the Contractor FMTVA1 CR configuration as described in C.1.2.5.

C.2.7.11 Reserved.

C.2.7.12 Unique ASL. The Contractor shall identify unique Authorized Stockage Levels (ASL) contained in the Contractor FMTV A1 configuration as described in C.1.2.5, which should be added to the Governments current baseline, and submit at the first provisioning review IAW CDRL A041. The listing shall include Part Number (P/N), Contractor and Government Entity (CAGE) code, NSN (if assigned), name, Essentiality code, Routing Identifier Code (RIC), unit price, and quantity per number of vehicles.

C.2.7.13 Changes to Special Purpose Kits. listed in ATPD 2131C, Attachment 1, Annex M The Contractor shall identify any changes

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required to utilize the current Special Purpose Kits on the FMTV A1 CR, prepare an impact statement and submit at the first provisioning review. (CDRL A042)

- C.2.8 RESERVED
- C.2.9 Publications Requirements
- C.2.9.1 Technical Manuals

C.2.9.1.1 The Contractor shall prepare and deliver revised FMTV Technical Publications to include Contractor-generated ECPs for the FMTV A1 CR vehicles and Special Purpose Kits (listed in ATPD 2131C, Attachment 1, Annex M) IAW Technical Manuals (TM) CDRLs A043, A044, A045, A046, A051 and A052. The IETM will adhere to the content requirements of MIL-STD-40051A. The IETM structure will adhere to the Document Type Definitions (DTDs) within the Electronic Maintenance System (EMS), Government furnished IETM development software.

TM9-2320-392-10	MTV A1 Operator's Manual
TM9-2320-392-10-HR	MTV A1 Hand Receipt
TB9-2300-427-15	MTV A1 Warranty Technical Bulletin
TM9-2320-391-10	LMTV A1 Operator's Manual
TM9-2320-391-10-HR	LMTV A1 Hand Receipt
TB9-2300-426-15	LMTV A1 Warranty Technical Bulletin

FMTV A1 Interactive Electronic Technical Manual (IETM).

IETM Contents

TM9-2320-392-10	MTV Operator's Manual
TM9-2320-392-10-HR	MTV Hand Receipt
TB9-2300-427-15	MTV Warranty Technical Bulletin
TM9-2320-392-20	MTV Unit Maintenance Instructions
TM9-2320-392-24P	MTV Unit, Direct Support (DS) and General Support (GS) Maintenance Repair Parts and Special Tools List (RPSTL)
TM9-2320-392-34	MTV Direct Support and General Support Maintenance Instructions
TM9-2320-391-10	LMTV Operators Manuals
TM9-2320-391-10-HR	LMTV Hand Receipt
TM9-2300-426-15	LMTV Warranty Technical Bulletin
TM9-2320-391-20	LMTV Unit Maintenance Instructions
TM9-2320-391-24P	LMTV Unit, DS and GS RPSTL
TM9-2320-391-34	LMTV DS and GS Maintenance Instructions
TM9-2330-394-13&P	LMTV/MTV Trailer Manual

C.2.9.1.2 The Government will furnish the most recent FMTV IETMs for the purpose of establishing a FMTV A1 baseline for update, if required. The Government will also provide a copy of the Electronic Maintenance System (EMS) computer operating system software if required. In addition, the Government will provide the Contractor the most current version of the EMS throughout the life of this contract. The Government will also provide IETM authoring training if required. The Contractor shall remain current with the Army's IETM working group and Army Diagnostic Improvement Programs (ADIP) as well as EMS2 software enhancements to insure successful update of the IETM.

C.2.9.1.3 The IETM Revision listed above shall filter information by vehicle, by vehicle model, and by maintenance level. This filtering means that once a user chooses a particular vehicle, vehicle model, and maintenance level, only data pertaining to that filter element will be displayed.

C.2.9.1.4 Intrusive Testability Analysis. When the IETM is impacted by design changes, the Contractor shall analyze the testability of all new subsystems on-board the FMTV A1 CR vehicles to determine their potential to enhance the troubleshooting process through intrusive diagnostics. The Contractor is responsible for maintaining a suitable technical relationship with applicable vendors and/or subcontractors, such that all technical and user issues related to testability are resolved to the satisfaction of the Government.

C.2.9.1.5 The Contractor shall update, as required, the IETM troubleshooting taking full advantage of the intrusive testing and database interrogation capability of the EMS software and the vehicles on-board Electronic Control Units/Modules (ECUs/ECMs), for any ECPs dealing with the four major diagnostic systems, ABS, engine, transmission, and CTIS. The Contractor shall obtain data descriptions and programming codes necessary to communicate with the ECUs/ECMs and subsystems, and will identify and describe them in the LMI (IETM).

C.2.9.1.6 The Contractor shall update diagnostic procedures for troubleshooting of the FMTV as specified in MIL-STD-40051A. All vehicle systems and subsystems shall be covered by these procedures. The diagnostic procedures shall be based on the concepts of Artificial Intelligence (AI) and/or expert systems. AI is defined as systemic problem-solving using the component first, which has the highest probability of being the cause of the failure, then proceeding to the next most likely cause of the system failure.

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C.2.9.2 Publication Records

C.2.9.2.1 Validation Plan. The Contractor shall prepare/update Validation Plan(s) IAW CDRL A050 for each validation effort, and Validation Certifications for each TM/IETM. The Validation Plan shall be submitted 60 days prior to Validation effort. The Contractor shall prepare a Validation Certification for each TM/IETM IAW DID DI-M-2196 (CDRL A047). The Contractor shall assure that the TM/IETM will accurately reflect the configuration of the production vehicles and shall include any test corrections, engineering changes, vendor changes and corrections to any errors that are not part of the latest published edition of the IETM (EM 0195). The Contractor shall develop and demonstrate for Government approval, the policies, processes and procedures by which he will ensure that his writing, illustrating, and editing staff are thoroughly trained in the development of the TMs/IETM. The Contractor shall ensure that TMs/IETM are uniform in format, content, depth of coverage and target audience Reading Grade Level (RGL). Description of the implementation of the aforementioned policies, processes and procedures shall form part of the Technical Manual Plan.

C.2.9.2.2 Technical Manual Status and Schedules. Technical Manual/IETM status and schedules shall be furnished IAW DI-M-6155 (CDRL A048).

C.2.9.2.3 Technical Manual Cost Report. The Contractor shall provide a Publication Cost Report IAW DID DI-FNCL-80729 (CDRL A049). This report must accompany any Final Reproducible Copies (FRC) (previously FDEP) to which it applies.

C.2.9.3 Copyright Release. The Contractor shall furnish an unlimited release giving the Government permission to reproduce and use copyrighted material contained in any commercial data being used to fulfill the terms of the contract. When the Contractor uses commercial data which covers a subcontractor's component(s) or portion thereof, and the subcontractors data contains copyrighted material, the Contractor shall be responsible for obtaining a copyright release from their subcontractor and furnishing such release to the PCO. In the event no copyrighted information is used in a deliverable under this contract, the Contractor shall certify this in writing. The PCO shall review the copyright release or letter before the copyright material is released. This release/letter must be delivered with or before the FRC it covers. An FRC will be considered incomplete without this release/letter. The Contractor shall package and deliver all source material, defined as operating plans, standard procedures, computer programs and residual material, source codes, computer disks, computer tapes, and all other media containing digital files developed to fulfill the requirements of this contract. The Contractor shall grant the Government unlimited right to any and all data/products under this contract.

C.2.9.4 Technical Manual Validation

C.2.9.4.1 Validation. The Contractor shall conduct TM/IETM Validation. The Government will require 100% Validations. Hands-on Validation shall be required for disassembly of major components, e.g. engine, transmission, Anti-lock Brake System (ABS), axles, new vehicle models, etc. and shall be 100% performed. The Government may elect to observe the Contractor's Validation(s) to supplement satisfaction of the Government's Verification requirements. However, the Government may exercise its right to perform separate, partial or 100% Verifications. Contractor shall provide Technical Manuals Certifications IAW DID DI-M-2196 (CDRL A047).

C.2.9.4.2 Validation Hardware. The hardware made available for Validation efforts shall be the same type of hardware required for Verification efforts. The vehicles shall be production hardware.

C.2.9.5 Publication Validation Quality.

C.2.9.5.1 The Contractor shall validate the technical accuracy and adequacy of all operating and maintenance procedures.

C.2.9.5.2 The Government reserves the right to witness the validation. However, Government observation of the validation will not necessarily constitute a verification of the material.

C.2.9.5.3 The Contractor shall maintain records showing dates of validation reviews, material reviewed by task or action, findings with applicable remarks, and action taken IAW ISO 9001 or an equivalent standard. The Governments technical manager or designated representative reserves the right to examine these records at the Contractor's facility.

C.2.9.5.4 Unless otherwise advised in writing through the PCO, verification by the Government will be performed at the Contractor's facility. The verification timeframe will be mutually agreed upon by the Government and the Contractor. The Contractor shall provide all necessary resources to support the Government verification as outlined in paragraph C.2.9.7 below.

C.2.9.5.4.1 The Contractor shall correct all errors found in the Standard Generalized Markup Language (SGML) instance and graphics during verification, at no additional cost to the Government. After Government receipt of the product, the Government reserves the right to require the Contractor to correct all errors found in the manuscript at no additional cost to the Government within 15 days of Government notification. This includes the initial submission and any other subsequent product. The Government reserves the right to review and approve the changes for approval until the data is correct as many times as necessary at no additional cost to the Government. The 15 day timeframe includes the time from notification of an error in the manuscript to the time the corrected text is postmarked by the postal service. This includes reshipping, but not receipt by the Government.

C.2.9.5.4.2 The Contractor shall support the verification by the Government and shall do, at a minimum, the following:

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- a. Provide equipment for displaying IETMs during the verification process
- b. Record and maintain records during the verification process
- c. Provide assistance to the technical manager or their designated representative during the verification, and provide the Government with a copy of the discrepancies identified
- d. Make necessary corrections to the discrepancies identified during the verification process
- e. Provide the technical publications representative or their designated representative with a report of the corrective actions taken
- f. Provide administrative support for completion of the verification

C.2.9.5.5 Warranty of Logistics Data - See paragraph H.5.

C.2.9.6 Technical Manual Verification

C.2.9.6.1 Verification. The Government will be responsible for conducting verifications of all TM changes/IETM revisions prepared and updated under this contract. The verifications will be conducted at the Contractors site. Contents of TM changes/IETM Revision will be 100% verified unless deemed unnecessary by the Government. TACOM reserves the right to supplement the verification of any portion of the TMs/IETM by witnessing the Contractor's Validations of the equipment. If the foregoing is exercised, the Government reserves the right to make a final determination of acceptability of the witnessed procedures, or to verify hands-on at a mutually agreed upon date. The Contractor shall support Government manual verifications at TACOM by having vehicle-knowledgeable personnel available or on call. The Contractor shall also provide, prior to or at the start of Verification, a complete, accurate, updated RPSTL and MAC to support the Verification effort. The RPSTL and the applicable vehicle shall match.

C.2.9.6.2 Technical Manuals/IETMs to Support Verification. The Contractor shall support verification of preliminary technical manuals (previously DEPs) and IETM as indicated in these sections/applicable specifications. All verification findings shall be incorporated by the Contractor in the Final Reproducible Copies (TMs and IETM) and made available for Government review. The Contractor shall not incorporate any changes/corrections to any TMs/IETM without the knowledge and approval of the Government. Any such additions to any TMs/IETM will impact the acceptance/rejection of subject TMs/IETM.

C.2.9.7 Publications Review. Publications will be reviewed, after Verification, by the Government for technical accuracy, editorial accuracy, compliance with guidance, completeness, usability, accuracy, consistency and usability by the target audience. The Government will provide comments, in writing, on the results of each review within approximately 60 days.

C.2.9.8 Publications Final Delivery. The Contractor shall deliver IAW CDRLs A043-A046.

C.2.10 Training

C.2.10.1 The Contractor shall provide instructors, instructions and related technical literature in support of the training cited below for Government Personnel and Service Contractor Personnel on Operation/Operator maintenance (OP), Unit Maintenance (UM), Direct Support (DS) maintenance, and, if required, General Support (GS) maintenance, repair and troubleshooting of all equipment furnished by the Contractor in fulfillment of this Contract.

C.2.10.2 Training Plan. The Contractor shall provide a training plan (Contractor's format) that outlines the approach to meeting the training requirements cited in paragraph C.2.10.1 above. The training plan shall depict lessons to be taught at each level, along with an estimate of the material, time and number of instructors required to teach each lesson. The training plan shall be delivered electronically in a "Windows '98" format IAW CDRL A053.

C.2.10.3 Training Materials. The Contractor shall provide an Instructor Guide (IG) and Student Guide (SG) in a multi-media PowerPoint format. The IG and SG shall reflect all new technology impacts as they differ from the current FMTVAL vehicles. The Government Training POC will a hard copy and a CD ROM copy of the current FMTVAL IG and SG at the SOW meeting. The IG and SG shall reflect the levels of training cited in paragraph C.2.10.1 above. (CDRL A054)

C.2.10.4 Course Completion Materials

C.2.10.4.1 Upon completion of each training effort, the Contractor shall provide each student a training course completion certificate (Contractor's format) IAW CDRL A055, DI-SESS-81522B(T).

C.2.10.4.2 Upon completion of each training effort, the Contractor shall provide the Government Training POC a copy of the student roster and respective critique sheets (Contractor format) for each class completed IAW CDRL A055, DI-SESS-81522B(T).

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C.2.10.5 New Equipment Training Support Package (NETSP)

C.2.10.5.1 Training Aids. The Contractor shall develop a projected list (Contractor format) of training aids, i.e. engines, transmissions, axles, etc. that are deemed necessary to support UM, DS and possibly GS level training. Components selected shall be based on "new technology" impacts of the A1 CR vehicles IAW CDRL A056.

C.2.10.5.2 Test training will be the mechanism used to verify requirements for the training aids, if any are required. Upon completion of test training, a determination will be made as to what training aids will be required, if any, for the I&KPT effort.

C.2.10.5.3 Training Consumables. The Contractor shall develop a projected list (Contractor format) of consumable items deemed necessary to conduct PVT, LUT and I&KPT. The Contractor shall provide consumables deemed necessary to support the above training efforts and the consumables shall be on-hand at the respective training sites at the start of each respective training effort. (CDRL A056)

C.2.10.6 Production Verification Test (PVT) Training

C.2.10.6.1 The Contractor shall provide two (2) technically qualified instructors to provide required training at the Government PVT site, Aberdeen Test Center (ATC), MD. Two of the PVT vehicles will be used to support each training segment (PVT 1, 2, and 3).

C.2.10.6.2 Operator Training - Three(3) separate, informal, Operator Training classes shall be conducted. These training classes shall coincide with the delivery of each group of PVT vehicles to ATC and shall not exceed sixteen (16) hours in duration and shall be limited in scope of training (with exception of the expansible van) as follows:

- a. Introduction to the new technology enhancements of the vehicles
- b. A short restricted driving experience over an ATC approved course

Expansible van training shall not exceed twenty four (24) hours in duration and shall include the above scope of training, plus additional time for set up, expansion and retraction of the van body.

C.2.10.6.3 Maintenance Training - For PVT 1, and 2, informal classes shall be conducted by the on-site Technical representatives. All required training shall be conducted at ATC prior to the start of each PVT event and shall not exceed eight (8) hours in duration. The scope of each class shall include:

- a. Refresher/update on new technology enhancements (show and tell)
- b. Overview of diagnostics for new technology enhancements (demo only)
- c. Overview of maintenance tasks for new technology components (talk through or demo on separate component)

No maintenance tasks shall involve removal and replacement of components on PVT vehicles.

Maintenance Training for PVT 3 shall be conducted by the on-site Technical Representatives when the expansible vans arrive at ATC for PVT and shall not exceed forty (40) hours in duration. The scope of the expansible van class shall include:

- a. Overview of van unique components/new technology components (show and tell)
- b. Electrical, hydraulic and pneumatic system differences/enhancements (show and tell)
- c. Basic diagnostics for new technology differences (talk through or demo on separate components)
- d. Power pack removal and replacement (if impacted by the expansible van body design)

If the expansible van maintenance class requires training on the removal and replacement of the power pack because of impact of the van design, then this class shall be conducted at the Contractor's facility using expansible vans not designated for the PVT effort.

C.2.10.7 Limited User Test (LUT) Training

C.2.10.7.1 The Contractor shall provide 2 technically qualified training instructors to provide required training at the LUT test site, Ft. Hood, TX. The following training is required at Ft. Hood:

- a. One (1) OP class, not to exceed 80 hours in duration.
- b. One (1) OP/UM/DS class, not to exceed 80 hours in duration.

C.2.10.7.2 Training for the above classes shall be provided on the two MTV Expansible Vans from LUT.

C.2.10.7.3 Operator familiarization shall be taught at the beginning of the OP/UM/DS class.

C.2.10.7.4 Should GS level training be required, it shall be added to the end of the OP/UM/DS class and shall not exceed an additional 40 hours in duration.

C.2.10.8 Instructor & Key Personnel Training (I&KPT).

C.2.10.8.1 The Contractor shall provide 2 technically qualified instructors to provide I&KPT at the Regional Training Site-Maintenance at Ft. Stewart, GA. The below listed training shall be required:

- a. One (1) OP class, not to exceed 80 hours in duration
- b. One (1) OP/UM/DS class, not to exceed 80 hours in duration

C.2.10.8.2 Training for the above classes shall be provided on the 2 MTV Expansible Vans from the Government.

C.2.10.8.3 If new technology insertions affect training for other models in the family, then training (new technology insertions only) must be provided on those models (both Operator and Maintenance training).

C.2.10.8.4 Operator familiarization shall be taught at the beginning of the OP/UM/DS class.

C.2.10.8.5 Should GS level training be required, it shall be added to the end of the OP/UM/DS class and shall not exceed 40 hours in duration.

C.2.10.9 Training Schedules and Class Sizes.

C.2.10.9.1 All training schedules shall be as mutually agreed to between the Government and the Contractor based on vehicle availability.

C.2.10.9.2 Class size shall not exceed 12 students for each class.

C.2.11 Transportability Report - The Contractor shall prepare Transportability Reports in accordance with the guidelines provided in AR 70-47 and the Data Item Description DI-PACK-80880 (Contract Data Requirements List A085). A separate transportability report shall be prepared for each vehicle model

C.2.12 Life Cycle Cost Management Initiatives. The Contractor is encouraged to aggressively propose preliminary initiatives to reduce life cycle costs(i.e., reliability, maintainability, and cost reduction initiatives), and present these concepts at each Monthly Management Review. The Government's intent is to significantly extend the service life of all components and minimize or eliminate all tools and external TMDE necessary to perform both unit level maintenance and services, and intermediate level (above unit level) maintenance tasks and services. Cost Reduction Initiatives (CRIs) need to be expressed in adequate detail for Contractor and Government managers and subject matter experts to engage in a meaningful discussion. All initiatives will be reviewed by the Government and instructions to the Contractor will be issued within 30 days of receipt. Contractor efforts to identify preliminary CRIs should not exceed 40 man-hours per month for the first program year under the Program Support CLIN. CRI identification work effort for subsequent program years will be authorized via STS work directive. The Government will consider the proposed CRIs and decide whether to pursue any of them further. Subsequent Contractor development of CRI concepts will be accomplished via a Government-directed STS effort.

C.2.13 Maintainability Initiative. In addition to Value Engineering Incentives, the Contractor is specifically incentivized to improve FMTV maintainability by reducing the maintenance ratio (MR) for all of the truck models listed in the table below. To receive incentive payment, the initial reduction must be a minimum of 10% of each MR specified below and shall be measured in increments of 5% thereafter until a reduction of 25% is met. The initial incentive shall be \$200 per truck, with an additional \$50 per truck for each 5% increment of improvement through a 20% reduction, and an additional \$100 per truck reaching 25%, which will earn the maximum of \$400 per truck.

Percent Improvement	Incentive Per Truck
10%	\$200
15%	\$250
20%	\$300
25%	\$400

If ECPs are needed to achieve the reduction, ECP preparation and implementation shall be at no cost to the Government. The Contractor will receive an additional incentive in the amount of \$2,000,000 for demonstrated reductions greater than 50% in MR for all of the models listed below. The Contractor shall incorporate all/any changes in time for delivery of PVT vehicles. The MR shall be determined through PVT assessed RAM scoring results.

	<u>MR*</u>
LMTV Cargo	0.0045
LMTV Van	0.0048
MTV Cargo	0.0076
MTV Dump	0.0073
MTV Van	0.0094
MTV Tractor	0.0054

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*MR is expressed in maintenance man-hours per operating mile. It includes Unit, IDS and IGS maintenance. The lump sum payment shall be made at the end of each Program Year.

At the conclusion of PVT, incentives will be paid for each truck called up at that time, plus additional incentive, if earned. Subsequent obligations will be made at the start of each program year when trucks are called up, or when trucks are exercised through option provisions (Section H) and would be subject to milestones in the Performance Based Payment Schedule. This incentive is not subject to the Disputes Clause FAR 52.233-1.

C.3 System Technical Support (STS) (Cost-Plus Fixed-Fee Options).

C.3.1 The Contractor, for the period set forth in Section F of this contract, shall furnish the supplies and services to accomplish the Engineering, Configuration Management, Quality Assurance, ILS, Maintenance and related support effort associated with Government-initiated changes and improvements to the production vehicles and other efforts associated with the production and fielding of the FMTV. The Contractor shall serve as Custodian of the FMTV STS A1/A0 TDP for the duration of the contract. The Contractor shall use the original FMTV TDP, which will be provided at the Start of Work Meeting as the baseline STS TDP. The Contractor shall only update and revise the baseline STS TDP by incorporating approved change documentation, at the direction of the Government. The Government has unlimited rights to the baseline STS TDP and all update and revision documentation that is written against the STS TDP. At the end of this contract, the Government will be provided a complete copy of the STS TDP with all revisions incorporated in the Pro/ENGINEER CAD Solid Model format, and in *.pdf format. These efforts will supplement, and not duplicate, the requirements contained in Sections C.2 and E of this contract. The engineering and related technical support functions shall also apply to componentry of new model vehicles, other componentry and remaining engineering efforts applicable to the FMTV. These efforts shall be directed by the Contracting Officer through Work Directives. The Contractor is to perform NO effort unless the appropriate option(s) is exercised and a Work Directive (WD) authorizes the effort. These efforts shall be performed IAW all specifications, standards, regulations, drawings, guidance and DIDs as specified or developed under Sections C.2 and E of this contract, unless otherwise stated in the WD. The STS portion of this contract shall be priced out on a Cost Plus Fixed Fee basis. The Contractor shall be paid for only hours actually used. For payment information regarding cost and fee, see Section B. The Contractor shall not exceed the hours specified in a given WD unless expressly authorized by the Contracting Officer.

System Technical Support (STS) (See H.9 for option details)

C.3.1.1 Work Directives.

C.3.1.1.1 All work under this STS section shall be performed IAW work directives issued by the Contracting Officers Representative (COR) and approved by the PCO. Each work directive shall include the following information:

- (1) Work Directive number and Title
- (2) Reference to applicable paragraph # in Section C
- (3) Objective of the work to be performed
- (4) Maximum number of hours authorized
- (5) Detail description of work to be performed
- (6) Detail estimate of Other Direct Costs (ODC), including materials, purchased services, freight, travel, and other pertinent costs
- (7) Required completion date(s)
- (8) Relative priority of the work to be performed
- (9) Identification of applicable contract number, contractors name and address
- (10) Identification of any items deliverable to the Government.

C.3.1.1.2 The Contractor shall notify the COR immediately by telephone and e-mail if the dates that work must be performed or data to be delivered will not be met. The Contractor shall follow-up with a letter to the PCO and COR.

C.3.1.1.3 The Government has the unilateral right to increase, decrease or prioritize the work to be performed by the issuance of Work Directives signed by the COR. It is understood and agreed that such adjustments shall be made within the general scope and level of effort of the contract and without equitable adjustment. The COR has the right to prioritize the work being performed under this STS clause.

C.3.1.1.4 If, at any time, the Contractor has reason to believe that the amount (hours and/or cost) which it expects to incur in the performance of a Work Directive are insufficient, the Contractor shall provide written notification to the COR for appropriate action. The Contractor shall furnish a revised statement of total hours and dollars to complete such work together with said notice. The Contractor shall not exceed any amount authorized for each individual work directive without the express written permission of the COR. Accordingly, the Contractor shall notify the PCO and COR when 75% of the allocated funds for that particular work directive have been expended or obligated IAW FAR 52.232-20 contained in this contract.

C.3.1.1.5 Electronic Work Directives. Work directives shall be generated in an electronic format and transmitted via electronic media that are mutually acceptable to the Government and Contractor.

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C.3.1.1.6 Meetings. The Contractor shall be required to conduct reviews at the Contractor's facility, subcontractor/vendor facility or any Government facility when requested by the PCO through a work directive regarding a particular project. The contractor shall attend, take part in and prepare minutes IAW CDRL A031, if requested. An agenda shall be prepared by the contractor IAW CDRL A020 and coordinated between Government personnel and the contractor prior to contractor-hosted reviews. The following events shall be covered by these meetings:

- a. Start of Work Meetings
- b. Preliminary Design Reviews (PDR)
- c. Critical Design Reviews (CDR)

C.3.1.1.7 Weekly Significant Accomplishment Reports (SARs) - The contractor shall submit a weekly SAR including a significant action status for each open STS task IAW CDRL A057. For each task, there shall be a title, work directive and task no., vendor and Government COTR, description of action completed in the last week, action expected for the next month, and completion progress vs. schedule.

C.3.1.1.8 Monthly Cost and Performance Reports (CDRL A058) - The contractor shall submit monthly Cost and Performance reports IAW CDRL A058 (DID-DI-FNCL-80912) providing the status of hours and funds allocated and expended for each Work Directive. A weekly SAR is not required the week that the monthly report is submitted.

C.3.1.2 Technical Documentation. The Contractor shall establish an electronic interface for data exchange between the Government and the Contractors facility. The Contractor shall electronically submit all documentation required under this STS clause unless otherwise directed in the work directive. Unless otherwise stated, all technical data and reports shall be submitted by e-mail or other electronic means mutually agreed to by both parties. Data/Reports submitted by e-mail shall not exceed three megabytes (Mb) in file size. The File Transfer Protocol (FTP) shall not exceed 6 Mb. Data/reports over 6 Mb shall be transmitted on a CD-ROM via express mail. Proprietary data/export control data submitted by the Contractor may be submitted in electronic format. The Contractor shall attempt a test transmission to the Government of each type of file and/or electronic method and the Government shall verify receipt and successful transmission before achieving mutual agreement. This clause only applies to unclassified data.

C.3.2 STS Engineering Analysis: The Contractor shall provide the necessary engineering analysis and design capabilities to correct existing or potential design deficiencies, improve manufacturing cost effectiveness and/or reduce system cost. The Contractor shall be required to investigate technical areas related to engineering analysis with respect to proposals for engineering changes and attendant processes and methods. The Contractor shall perform these Engineering functions in the areas specified as follows:

- a. Prepare calculations, layouts, drawings, sketches, schematics, charts and other visual depictions; recommend engineering change proposals; and, if approved, prepare engineering change proposals in accordance with CDRL A003 and Instructions for Preparing ECP Forms, Attachments 6 and Instructions for Preparation of Request for Deviation, Attachment 7.
- b. With each proposed change package, the Contractor shall provide a 3D Solid Model in Pro/ENGINEER, Version 2001 of the affected parts and their assemblies. The Contractor shall provide 2D drawings of the affected parts clearly marked to identify the proposed change in a From - To condition. The marked drawings shall be provided in the same software as the change package (e.g. Microsoft, Adobe Acrobat). If the proposed change package is adding a new part for which a drawing or solid model does not exist, the Contractor shall provide a solid model and 2D drawing with their package. New drawings shall be Level III and prepared IAW ANSI Y14.5M, ANSI Y14.100, and ANSI Y14.24 per DI-SESS-81000B, CDRL A001. Solid models should be developed using the guidelines presented in the document titled 3 Dimensional Technical Data Package Configuration Management & Modeling Interim Operating Procedure for PM-FMTV provided as TACOM 3D TDP Interim Operating Procedure, Attachment 5 to this contract.
- c. Prepare Engineering cost estimates for recommended design changes, prototype testing, and verification work, and preparation of TDP packages for use in competitive acquisitions.
- d. Prepare engineering cost estimates for recommended design changes based upon procurement quantities, along with an estimated time for manufacture and installation.
- e. Conduct structural analysis (stress analysis, finite element analysis, dynamic modeling, etc.) on parts, components and assemblies. The Contractor will conduct a quarterly reconciliation of the PMR and LSA/LMI databases.
- f. Modify and fabricate parts, components and assemblies (including mock-ups and prototype versions) of future production related items.
- g. Conduct trial installations and tests of the contract items (parts, components and assemblies), modification thereof and testing related to processes and methods required to evaluate form, fit and function of the item. Replacement parts shall be provided as necessary for evaluation, for required maintenance, for refurbishment and restoration of the contract item or modifications thereof during required testing.
- h. Conduct system/design trade-off studies IAW CDRL A059, DI-ILSS-81021.

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i. All design/design change outputs shall include, but not limited to, Design Failure Mode and Effects Analysis (DFMEA), design verification/validation plan, special product and process characteristics, product quality assurance provisions. At a minimum, the above outputs shall be included with all design change proposals. For guidance on DFMEA and other design outputs refer to Daimler Chrysler, Ford Motor Company and General Motors Supplier Quality Requirements Task Force Publications: Potential Failure Mode and Effects Analysis (PFMEA) Reference Manual, and Advanced Product Quality Planning and Control Plan (APQP) Reference Manual.

j. Provide engineering observer services relating to the contract item and data at Government specified locations. Such services shall consist of observations of Government and/or third party tests, attendance at technical meetings, field review of modified and/or failed contract items and technical assistance during vehicle fielding. The Contractor shall furnish a copy of all engineering accomplishments developed under the contract work directive.

k. MANPRINT considerations shall be incorporated into all work performed as part of STS.

C.3.3 All design changes/modifications, which affect the soldier-machine interface, shall be subjected to HFE analysis, simulation and/or testing. If degradation is likely to occur, appropriate actions shall take place to correct the situation or return the changed area to previous level of performance. Major modifications, which affect the soldier-machine interface (both operator and maintainer), shall include qualified HFE input to insure that the requirements of MIL-STD-1472 are met. HFE activities performed during this contract shall be reported under CDRL A060, DI-MISC-80508A. This report is required for any month where HFE problems are encountered or HFE efforts are expended.

C.3.4 Integrated Logistics Support (ILS)

C.3.4.1 When required by WD, the Contractor shall plan, manage, and execute logistics requirements and deliver a logistics support package including parts, provisioning data, technical data, training, and technical support, in support of FMTV A0, FMTV A1, FMTV A1 CR and Special Purpose Kits (ATPD 2131C, Attachment 1, Annex M), to include Expansible Van, LHS truck and trailer, and Government-generated ECPs.

C.3.4.2 ILS Management Responsibilities. The Contractors ILS Manager will be the primary point of contact for the Contractor development of logistics products under the STS portion of the contract, as well as the Program Support portion.

C.3.4.3 ILS Management Control Log. The Contractor will maintain an ILS Management Control Log under STS as well as Program Support (contractor format, electronic file) (CDRL A032) with supporting documentation for Government review, as required, that tracks all changes to the production configuration baseline and subsequent ILS/LMI impact.

C.3.4.4 Dedicated ILS Hardware. When required by WD, the Contractor shall ensure that first production hardware is available for the development, validation and verification of the ILS package to include technical manuals. After the first production hardware is no longer needed, the Contractor will refurbish it and deliver it for fielding. Tools, consumable supplies, repair parts, and support equipment will also be provided as needed.

C.3.4.5 Logistics Demonstration (LD). The Contractor shall participate in/support LD efforts as required by WD.

C.3.4.6 System Support Package (SSP). The Contractor shall deliver a System Support Package (SSP) and SSP List as required by WD.

C.3.4.7 Logistics Management Information (LMI). When required by WD, the Contractor shall conduct a review of new operation and maintenance information for affected systems and insure that LMI is fully addressed in all ECPs and that LMI is maintained and delivered to the agreed upon baseline (CDRL A033, DI-ALSS-81530).

C.3.4.8 Oil Analysis Report. The Contractor shall update the oil analysis report as required by WD IAW DI-MISC-80390, CDRL A035.

C.3.4.9 Provisioning Program. The Contractor will update the provisioning as required by WD and provide the following deliverables.

a. Logistics Management Information (LMI) Data Procedure/Provisioning Parts List (PPL) DI-ALSS-81529, CDRL A036, as provided as an Data Product Checklist, Attachment 15 in Section C.2.7.8.1.

b. Logistics Management Information Summaries/Pre-Procurement Screening (DI-ALSS-81530, CDRL A037).

c. Logistics Management Information Products/Supplementary Provisioning Technical Documentation (SPTD)/Drawings (DI-ALSS-81530, CDRL A038).

d. Special Equipment Tools and Test Equipment List (TTEL) (DI-ALSS-81529(T), CDRL A039).

C.3.4.10 Maintenance Allocation Chart (MAC). The Contractor shall update the MAC presently in the FMTV TMs to reflect changes as required by WD.

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C.3.4.11 Unique ASL. The Contractor shall identify unique/changed ASL as required by WD.

C.3.4.12 Changes to Special Purpose Kits (ATPD 2131C, Attachment 1, Annex M). The Contractor shall identify any changes required to utilize the current Special Purpose Kits on the FMTV A1 as required by WD.

C.3.5 Publications Requirements

C.3.5.1 Technical Manuals. As required by WD, the Contractor shall prepare and include in the revised FMTV Technical Publications, any specified changes and corrections, and any updates resulting from Government-furnished ECPs, IAW CDRLs A043, A044, A045, A046, A047, A048, A049, A050, A051, A052, A061, A062, A063, A064, A065, A066, A067, A068, A069, and A070. All subparagraph TM-related support/deliverables shown below will also be provided, as required by WD.

FMTV Publications:

TM9-2320-365-10	LMTV Operator's Manual
TM9-2320-365-10-HR	LMTV Hand Receipt
TB9-2300-365-15	LMTV Warranty Technical Bulletin
TM9-2320-366-10*	MTV Operator's Manual
TM9-2320-366-10-HR	MTV Hand Receipt
TB9-2300-366-15	MTV Warranty Technical Bulletin
TM9-2320-365-20*	LMTV Unit Maintenance Instructions
TM9-2320-365-34*	LMTV Direct Support and General Support Maintenance Instructions
TM9-2320-365-24P*	LMTV Unit, Direct Support and General Support RPSTL
TM9-2320-366-20*	MTV Unit Maintenance Instructions
TM9-2320-366-34*	MTV Direct Support and General Support Maintenance Instructions
TM9-2320-366-24P*	MTV Unit, Direct Support and General Support RPSTL

*Multi-volume documents

FMTV A1 Publications:

TM9-2320-392-10	MTV A1 Operator's Manual
TM9-2320-392-10-HR	MTV A1 Hand Receipt
TB9-2300-427-15	MTV A1 Warranty Technical Bulletin
TM9-2320-391-10	LMTV A1 Operator's Manual
TM9-2320-391-10-HR	LMTV A1 Hand Receipt
TB9-2300-426-15	LMTV A1 Warranty Technical Bulletin

FMTV A1 Interactive Electronic Technical Manual (IETM).

IETM Contents

TM9-2320-392-10	MTV Operator's Manual
TM9-2320-392-10-HR	MTV Hand Receipt
TB9-2300-427-15	MTV Warranty Technical Bulletin
TM9-2320-392-20	MTV Unit Maintenance Instructions
TM9-2320-392-24P	MTV Unit, Direct Support and General Support Maintenance Repair Parts and Special Tools List
TM9-2320-392-34	MTV Direct Support and General Support Maintenance Instructions
TM9-2320-391-10	LMTV Operators Manuals
TM9-2320-391-10-HR	LMTV Hand Receipt
TM9-2300-426-15	LMTV Warranty Technical Bulletin
TM9-2320-391-20	LMTV Unit Maintenance Instructions
TM9-2320-391-24P	LMTV Unit, DS and GS RPSTL
TM9-2320-391-34	LMTV DS and GS Maintenance Instructions
TM9-2330-394-13&P	LMTV/MTV Trailer Manual

Generic Publications:

NMWR 9-2300-XXX	National Maintenance Work Requirement for Family of Medium Tactical Vehicles (FMTV A0, FMTV A1,) Crane, CDRL A065
NMWR 9-2300-XXX	National Maintenance Work Requirement for Family of Medium Tactical Vehicles (FMTV A0, FMTVA1,) Engine, CDRL A066
NMWR 9-2300-XXX	National Maintenance Work Requirement for Family of Medium Tactical Vehicles (FMTV A0, FMTVA1) Transmission, CDRL A067

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<p>NMWR 9-2300-XXX</p>	<p>National Maintenance Work Requirement for Family of Medium tactical Vehicles (FMTV A0, FMTVA1) Cargo Winch, CDRL A068</p>
<p>NMWR 9-2300-XXX</p>	<p>National Maintenance Work Requirement for Family of Medium tactical Vehicles (FMTVA0, FMTVA1) Axles, CDRL A069</p>
<p>NMWR 9-2300-XXX</p>	<p>National Maintenance Work Requirement for Family of Medium tactical Vehicles (FMTV A0, FMTV A1) Self-Recovery Winch, CDRL A070</p>

C.3.5.1.1 Validation Plan. When required by WD, the Contractor shall update the Validation Plan in accordance CDRL A050 and Validation Certification IAW CDRL A047, DI-M-2196.

C.3.5.1.2 Technical Manual Status And Schedules - When required by WD, Technical Manual/IETM status and schedules shall be furnished IAW DID DI-M-6155 (CDRL A048).

C.3.5.1.3 Technical Manual Cost Report - When required by WD, the Contractor shall provide a Publication Cost Report IAW DID DI-FNCL-80729 (CDRL A049). This report must accompany any final reproducible copies (FRC) (previously FDEP) to which it applies. Electronic files of the TMs/IETM Cost Report shall also be delivered by the contractor at the time of submittal.

C.3.5.1.4 Technical Manual Validation. When required by WD, the Contractor shall conduct TM/IETM Validation.

C.3.5.1.5 Publications Quality Assurance Program.

C.3.5.1.5.1 The Contractor shall correct all errors found in the SGML instance and graphics during verification, at no additional cost to the Government. After Government receipt of the product, the Government reserves the right to require the Contractor to correct all errors found in the manuscript at no additional cost to the Government within 15 days of Government notification.

C.3.5.1.5.2 Warranty of Logistics Data (see H.5.2.6).

C.3.5.1.5.3 Technical Manual Verification. The Contractor shall support verification of preliminary technical manuals (previously DEPs) and IETM as required by WD. All verification findings shall be incorporated by the Contractor in the Final Reproducible Copies (TMs and IETM) and made available for Government review. The Contractor shall not incorporate any changes/corrections to any TMs/IETM without the knowledge and approval of the Government. Any such additions to any TMs/IETM will impact the acceptance/rejection of subject TMs/IETM.

C.3.5.1.6 Publications Review. Publications will be reviewed, after Verification, by the Government for technical accuracy, editorial accuracy, compliance with guidance, completeness, usability, accuracy, consistency and usability by the target audience. The Government will provide comments, in writing, on the results of each review within approximately 60 days.

C.3.5.1.7 Publications Final Delivery. When required by WD, the Contractor shall deliver IAW CDRLs A043-A046, A051 & A052.

C.3.5.2 National Maintenance Work Requirements (NMWR). When required by work directive, the Contractor shall prepare National Maintenance Work Requirements (NMWRs) publications IAW CDRLs A065-A070, for FMTV engines (to include OEM installed engine accessories), transmissions, axles, cranes, cargo winches, and self-recovery winches. The NMWRs will include all necessary information so that the above assemblies, their subassemblies and all their accessories can be disassembled, and reconditioned. All parts are to be cleaned and stripped of paint, corrosion, and rust. All parts shall be thoroughly inspected. Worn or damaged parts shall be replaced. When using other than OEM parts, the parts must be able to be repaired or replaced using the existing procedures, tools and repair parts specified in the FMTV technical manuals, and must meet or exceed OEM specifications. All engines and transmissions will be rebuilt to their original configuration. The transmission shall be tested on a transmission test stand to insure like new performance. Axles must operate without evidence of unusual noise, vibration. Cranes will be load tested and stenciled IAW TM 9-2320-366-34 and IETM 9-2320-392-34.

C.3.6 Maintenance Technical Representative (MTR) (Option- See H.9)

C.3.6.1 When the appropriate option(s) is exercised and required by work directive, the Contractor shall provide qualified CONUS and OCONUS Maintenance Technical Representatives who shall advise and make recommendations to orient and instruct Government personnel with respect to operation, maintenance, repair and Contractor parts supply for the end items, including all components. This does not include work required to support contractor warranties, contractor retrofits, or any activities that are the sole responsibility of the Contractor. The maximum amount of this effort is for 15,600 mandays CONUS and 6000 mandays OCONUS spread over 5 years.

C.3.6.2 Details for meeting the above requirements will be provided in a WD.

C.3.6.3 The Contractor shall make available all required personal vital statistics related to the representative(s) furnished under this provision, including birth certificate and such evidence as is requested by the installation or area in which services are to be performed.

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C.3.6.4 The PCO, at least 15 days, for major assignments, in advance of the date the Maintenance Technical Representative(s) are required, shall designate the times, installations, activities, and areas within which the services will be performed. For minor assignments for a few days, the notification from the PCO need be only 3 days in advance. The Fielding Team Chief shall provide the actual instructions for the MTR at the Fielding site, a representative of the Government Logistics Fielding Office. If the Fielding Team is not at the site, the MTR will take direction from PM/TACOM Logistics. Top priority will be knowing status/assisting with deadlined vehicles.

C.3.6.5 The unit prices for the MTR man-days are inclusive of an 8 hour day, transportation costs, subsistence, lodging and incidental expenses. The Government will pay travel costs for one round trip home visit per year. Only U.S. federal holidays will be paid by the Government other than actual days worked. Vacation and other holidays and sick leave are solely between the Contractor and his employee. The Government is responsible for actual days worked by any qualified Maintenance Technical Representative. It is not required that the same consultant completes an assignment. Any emergency leave is solely between the Contractor and his employee.

C.3.6.6 A man-day of service includes but is not limited to:

a. Any period during which the Maintenance Technical Representative is delayed or prevented from performing any task only if the delay or non-performance is solely the fault of the Government.

b. The initial travel time from the Contractors facility to the site of work, for travel between sites of work and to the Contractors facility.

c. Any time that the Maintenance Technical Representative is preparing required reports, provided that such preparation is performed at the site of work; the time involved in the report may be monitored and verified by the Government.

C.3.6.7 Invoices for reimbursement for service shall carry the Contractors certification of the actual man-days services performed. The invoices shall be forwarded to the Administrative Contracting Officer (ACO) for verification of payment. The Contractor shall document invoice with copies of actual Maintenance Technical Representative time sheets showing what portion of the time was devoted to technical assistance activities versus other activities which are the sole responsibility of the Contractor. The Fielding Team Chief will sign off on these time sheets.

C.3.7 Quality Assurance Requirements.

C.3.7.1 Quality System: All Contract Quality requirements shall apply to STS products and services provided under this Contract.

C.3.7.2 Quality Engineering Reviews: The Contractor is responsible for auditing and assessing the performance of its STS Quality System/Procedures. The Contractor shall perform quality engineering reviews of all TDP documentation affected by a Work Directive. These reviews are for determining the type and frequency of process/product controls and/or the required tests for performance/validation/production control necessary to achieve a cost-effective, consistently produced quality product. The contractor shall perform quality engineering reviews at a point in time, which shall assure that the resulting recommended controls and tests are processed and reflected in the design change documentation and subsequently, the TDP. Required process/product controls and tests shall be defined as product/part drawing Quality Assurance Provisions (QAPs) or within specifications referenced by the TDP.

C.3.7.3 Quality Assurance Provisions: Quality Assurance Provisions (QAPs) are those provisions/notes on engineering drawings which annotate quality assurance requirements associated with product/process testing, production quality control, major characteristics, and critical safety items. QAPs shall be developed or updated as necessary for all applicable items, components or assemblies affected by a Work Directive. Developing and updating of QAPs shall be based on the recommendations of the Quality Engineer review. When developing QAPs, considerations shall be made towards achieving a cost-effective, consistently produced quality product. Limit the use of specialized test and inspection equipment to only when necessary.

C.3.7.3.1 QAP Determination: QAPs may be determined/identified using techniques such as Potential Failure Mode and Effects Analysis (PFMEA), historical data review of field failures and non-conformances noted during component qualification testing and manufacturing, logistic support analysis data review, Reliability-Availability-Maintainability-Durability (RAM-D) data review, design engineering assessment, safety assessment and hazard analysis, and sound engineering judgment and experience.

C.3.7.3.2 Master QAP List (MLQAP): The contractor shall develop and maintain a MLQAP for all QAPs associated with any work directives. The MLQAP shall provide a complete accounting of QAPs on all drawings. It is suggested that Quality Engineering maintain the MLQAP.

C3.7.4 QAP Categories: QAPs are categorized IAW the following:

1) First Article Test (FAT) Requirements - Tests conducted on first production lot samples to represent the entire quantity of items produced by the established process. When a FAT is to be specified on the engineering drawing, all performance data shall be provided on the drawing. This data shall be provided either directly (by engineering drawing notes) or indirectly (by recognized standards described in drawing notes) that are referenced by the FAT notes. FAT requirements shall be applied to engineering drawings when any of the following conditions requires verification:

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- When performance characteristics are to be evaluated by testing. Example: Durability, Environmental, Functional, or tests otherwise destructive in nature.
 - When environmental or process control characteristics are required to be evaluated by testing, Example: Salt spray, Climatic conditions (temperature extremes) and other tests such as X-ray.
 - When fit or interface of an item is to be demonstrated. Example: canvas items, special accessory kits (winterization, heater, deep water fording, and Arctic kits).
 - When the item has been evaluated via Component First Article Test (CFAT) and requires additional tests controlled by lot or time between production runs.
- 2) Production Quality Control - The selection of the number of units and frequency of test/inspection requirements in drawing notes. These shall be established on a sound statistical basis and with good Quality Engineering judgment.
- 3) Critical Safety Item (CSI) - The Contractor shall identify Critical Safety Items (CSI) within the TDP for all new designs/design changes that are a result of a Work Directive. Critical safety items are items with one or more critical safety characteristic(s). A critical safety characteristic is a feature, that if non-conforming, could result in a catastrophic failure of an item/assembly that could result in loss of life or injury to humans. Items which can not be redesigned from a practical standpoint shall be brought to the attention of the PCO and COTR as soon as possible. At the PCO's or COTR's discretion, the Government may authorize the Contractor to identify the feature or characteristic on the drawing as a critical safety item IAW CDRL A071, DI-SAFT-80970A and the Work Directive.
- a. Requirements pertaining to Critical Safety Items shall be validated to ensure all critical safety aspects of the design are accurately reflected, parts/materials operate well below fatigue limits/stress levels, and the design allows for assessment by inspection and nondestructive test equipment. Validation shall be based on engineering analysis of the critical safety item characteristics and shall consider changes/deterioration through time or use, fatigue life, and operating conditions. A master list of Critical Safety Items and associated critical characteristics, including nomenclature and part number, shall be prepared, maintained and documented by the Contractor. The Critical Safety Items List shall be maintained and updated throughout the life of the contract. The Critical Safety Items shall also be referenced on the vehicle class and division drawing. This list shall be dynamic in nature with changes taking place as experience and knowledge are obtained and design changes are incorporated.
- b. Each critical safety item and assembly process shall be clearly identified as such on the engineering top drawing, part drawing and/or assembly drawings. The critical safety characteristic(s) for each critical safety item shall also be clearly identified as such on the engineering part and/or assembly drawing, and in all Quality Assurance Requirements/Quality Assurance Provisions. Critical Safety characteristics will require one hundred percent (100%) inspection or, a minimum Cpk/Ppk of 1.66. Alternate requirements/techniques may be used such as PPM or DOE when developing Quality Assurance Requirements/Quality Assurance Provisions, but must be approved by the government. The specific method for marking drawings shall be as delineated in DOD-STD-00100D(AR).
- 4) Major (M) - Any characteristic, other than a critical safety characteristic in which a common defect could cause complete physical and functional failure, or affect interchangeability, reliability, or maintainability of the item or its repair parts, or effective use of operation.
- a. Major characteristics are often determined using sound engineering practice and judgment. Criteria which may be the determining factor that defines a characteristic as Major may include but are not limited to:
- Performance requirements specified on product drawings except those that involve destructive tests or that require 100% inspection.
 - Drawing dimensions and geometric characteristics (usually 0.005" or less) such as position tolerance, concentricity, angularity or perpendicularity or tolerance greater than 0.005 where the application is very important.
 - Electrical and Electronic characteristics (circuitry, resistance, crimping, soldering, continuity, functional dimensions).
 - Installations involving an interface with hardware requiring a fit or pattern dimensions such as a flange or a bracket.
 - Material specifications such as hardness, surface hardness depth, location of surface hardness, surface finish. Surface texture values of 32 micro-inch and finer, related waviness, and lay values.
 - Thread characteristics, class 3, 4 and 5, or torque requirements.

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- Fastening requirements (welding, brazing, staking, bonding) affecting reliability, interchangeability or function.
- Gear and spline dimensions that affect function and interchangeability.

C.3.7.5 When required by a Work Directive, the Contractor shall evaluate Environmental Stress Screening (ESS) procedures, if any, that are required by the Technical Data Package to determine their adequacy and cost effectiveness. The procedures shall be updated and modified, as is necessary depending on the results of validation testing and/or Engineering Change Proposal actions. Upon approval of the individual Quality Assurance Provisions, the Contractor shall implement the screening procedures.

C.3.7.6 Quality Documentation: When required by a Work Directive, the Contractor shall develop and maintain additional documentation beyond that required by contract and the contractors quality system.

C.3.8 Configuration Management (CM). All configuration management tasks are to be done only when authorized by Work Directive. Under this clause, the Contractor shall be the custodian of the Government FMTV TDP. This TDP consists of all drawings and associated documents developed for the FMTV A1/A0 variant configurations. Only those changes directed by the TACOM FMTV CCB will be incorporated into the FMTV Government TDP. Upon notification of the TACOM FMTV CCB approval, the data files and drawing levels will be locked.

C.3.8.1 Configuration Control:

C.3.8.1.1 The Contractor shall prepare Engineering Change Proposals (ECPs), IAW CDRL A003, DI-CMAN-80639C(T), the instructions provided in this clause and Instructions for Preparing ECP Forms, Attachment 6.

C.3.8.1.2 ECP/VECP/ERR Number Assignment - The Contractor shall utilize a portion of the block of numbers requested per paragraph C.2.2.1. The same number assigned to an ECP/VECP shall be used for the applicable ERR without the R* identifier, where the * is the number of revision(s), if one was assigned.

C.3.8.1.3 Data files and proposed drawing revision levels will be temporarily locked upon the Contractors CCB approval prior to being submitted to the Government for final approval.

C.3.8.1.4 The contractor shall not incorporate any changes to the FMTV technical documentation within their control without receiving an approved ECP from the Government.

C.3.8.1.5 For Interface Control ECPs, the Contractor shall attempt to obtain concurrence from all interface parties and include their (non) concurrences as part of the ECP package.

C.3.8.1.6 Each new 3-D solid model/2-D line drawing will be approved for design, drawing format, and quality requirements by the Government before approval of the ERR releasing the new documentation to the FMTV TDP.

C.3.8.2 Change Documents from Other Sources. As STS Contractor, the Contractor, shall receive from the Government, ECPs/VECPs/RFDs prepared by other sources. The Contractor shall review these proposed change documents for overall adverse system impact. The Contractor shall, in an appropriate text format provide concurrence/non-concurrence (with justification for any non-concurrence) and applicable comments/recommended changes to the Government Configuration Management Office electronically for review at the Government Configuration Control Board meeting.

C.3.8.3 The Government will forward approved ECPs/VECPs/PPEPs to the applicable drawing custodian for incorporation of the approved change and preparation of the ERR package. As drawing custodian of the FMTV technical data package you shall receive approved ECPs/VECPs/PPEPs from the Government for incorporation to the FMTV TDP. The Contractor shall prepare and submit an ERR package within 30 days of receipt IAW C.3.8.4. An ERR package shall consist of the revised Pro/ENGINEER Solid model, Pro/ENGINEER 2-D drawing, the ERR, and applicable configuration metadata for the ECP and ERR.

C.3.8.4 Engineering Release Record (ERR) Preparation - The Contractor shall prepare one ERR for each approved ECP/VECP/PPEP, initial release of an assembly or TDP in accordance with the instructions in Instructions for the Preparation of an Engineering Release Record, Attachment 19 and CDRL A072, DI-CMAN-80463C(T). Multiple ECP releases under one ERR will not be accepted. The ERR number shall be the same as the ECP number. If the Contractor was not the ECP preparer the Contractor shall substitute their prefix in front of the ERR number.

C.3.8.4.1 Supplemental ERRs - Incremental ERRs for assemblies or subassemblies may only be used for the initial release of a major vehicle or system, unless Government Configuration Management approval is granted.

C.3.8.4.2 Submittal of ERRS - The Contractor shall submit the ERR package consisting of the revised Pro/ENGINEER Solid model, Pro/ENGINEER 2-D drawing in *.pdf format, the ERR in *.pdf format, and applicable CSAER input metadata for the ECP and ERR to the Government electronically per CDRL A072, DI-CMAN-80463C(T).

C.3.8.4.3 Upon receipt of Government approval of the ERR package, the Contractor shall provide to all known co-users and applicable DLA agencies in *.pdf format, an electronic copy of the approved ERR, approved ECP/VECP/PPEP, and the changed document(s) (2-d drawings

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and associated technical documents) IAW CDRL A072, DI-CMAN-80463C(T), within 10 days of receiving notification of the approved ERR package.

C.3.8.5 Configuration Status Accounting & Engineering Records (CSAER).

NOTE The Government is changing from TDCMS to an on-line web based configuration management system. The Contractor's submittal software format for this web based system is being developed by the Government. Contractors submittal format is to be on-line or batch metadata. Until the contractors batch submittal format is available, on-line submittal will be used.

C.3.8.5.1 **CSAER Submittal & Validation** - Contractors quality provisions shall assure that accurate and complete CSAER on-line computer input metadata is provided. The Contractor shall be able to access the on-line system via personal computer via the internet. The Government shall provide training on how to access and input metadata on line. The metadata shall define the detail part records, the part, assembly, and vehicle configurations, and change/release records as result of ECPs/VECPs/RFDs/PPEPs. The Contractor shall submit with each ECPs/VECPs/RFDs/PPEPs/ERR, the metadata to create/update/revise the FMTV configuration metadata for each part, assembly, vehicle configuration affected by the change document. Submittal of CSAER data to institute a complete and permanent audit trail history of Product Baseline drawings/documents including subsequent changes to that baseline shall be the responsibility of the STS Contractor. The media used to input CSAER data shall be web based on-line access or batch metadata submittal when available. Password and security clearance may be required to access the on-line system. The Contractor shall contact the PM, Configuration Management who will contact a TACOM Information Assurance Security Officer (IASO) who will assist in completing and submission of the forms. The Contractor needs to provide completed security investigation paperwork to TACOM Intel and Security Division, ATTN: AMSTA-CM-XSC (Gayle Bedwell) (586)574-6262. The Contractor will also need to provide accreditation/certification of their site to TACOM-Warren Information Assurance, Contact the TACOM-Warren IA Team, Steve Twynham, (586)574-4117 or Jack Ciraulo, (586)574-8431.

C.3.8.5.2 **CSAER Data Correction** - When the CSAER data input, provided to the Government, the Government may return the total CSAER package containing the non-conforming data to the Contractor for correction. Upon Government direction, the Contractor shall prepare and submit a status report, identifying problems in Contractors CSAER process or Contractors database and the plan for corrective action. This report shall be in contractor format.

C.3.8.5.3 **CSAER Validation** - The Contractor shall be responsible for review, edit, and correction if CSAER errors resulting from our audit of your generated metadata input. The Government will provide the Contractor with reports generated by the on-line CSAER database. The Contractor shall electronically resubmit a corrected package within 14 working days and at no cost to the Government. Periodically the Government will provide you with baseline or bill of material reports, (at assembly level or vehicle level) generated. The contractor will correct all deficiencies noted in these TDPLs and submit corrective data within 14 working days.

C.3.8.5.4 **Configuration Status Accounting Report** - The Contractor shall submit a monthly Configuration Status Accounting Report for all changes (regardless of origin) affecting the FMTV. The report will be in ECP number order and shall at a minimum provide the following data:

Detailed description of the ECPs/VECPs/PPEPs in process/completed/cancelled; ERRs in process / completed / cancelled; and DWOs in process / completed/cancelled. The report shall identify when the document arrived at each pertinent stage of processing, such as initial start, PDR, CDR, contractor CCB, submittal to Government, Government CCB Date and decision type, ERR development and submittal, implementation to the technical manual and provisioning data, production line cut-in, contract modification, etc.

C.3.8.5.4.1 A separate section of the same report will document the status accounting information for RFDs. Applicable fields identified above will be used. The report will also track RFDs that are converted to ECPs.

C.3.8.5.4.2 The report shall be in Microsoft Office 97 format or equivalent mutually acceptable program and transmitted to the Government electronically IAW CDRL A073, DI-CMAN-81253A.

C.3.9 Engineering Drawings

C.3.9.1 **Engineering Drawings, Product Drawings and Records** - The Contractor shall provide Product Design Drawings as described in MIL-STD-100G and IAW CDRL A001, DI-SESS-81000B, ASME Y14.100M-1998 and ASME Y.14.24M. It is essential that the drawings be in compliance with the ordering data as defined in Para C.3.9.13 of this SOW. Detail, subassembly and assembly drawings shall be completely delineated, directly or by reference to other documents, engineering requirements and characteristics such as materials, tolerance methods shall be utilized where applicable per ANSI 14.5M-1994. Engineering drawings and associated lists prepared, shall as a minimum, provide the necessary design, engineering, manufacturing, and quality assurance information sufficient to procure or manufacture an item that duplicates the physical and performance characteristics of the original prototype, without additional design engineering effort or recourse to the original design activity. The Contractor shall deliver all new drawings and redraws (of old drawings) in Pro/ENGINEER 3-D Version 2001 IAW C.2.1.1.4. Quality Assurance Provisions shall be included on the drawings and not be separate from the drawings. The QAPs shall note the type and frequency of process/product controls and/or required test for performance/validation/production control purposes. Container drawings for the engine and transmission shall also be provided as product drawings defined herein. Vehicle top assembly drawings, camouflage drawings, kit drawings, and TACOM peculiar drawings shall also be provided.

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C.3.9.2 Engineering drawings and associated lists prepared shall be legible and include those types of drawings most amenable to the mode of presentation. Layout drawings and combinations of types of engineering drawings may be used to convey the engineering end item to cognizant Government engineers and scientists and enable competitive procurement or fabrication of the end item. Detail assembly drawings for welded components and other inseparable assemblies are acceptable where each piece is detailed thereon and none of the individual pieces are provisioned as spare or repair parts.

C.3.9.3 Source Control Drawings (SOCD) shall be prepared only upon authorization from the Government. All SOCDs shall have a minimum of 2 sources as well as meet the requirements defined by MIL-STD-100G, unless otherwise directed by the PCO. Requests for authorization to use SOCDs shall be accompanied by a copy of the Non-Standard Parts approval request (DD Form 2052) and written justification set forth in DID DI-SESS-81000B (CDRL A001).

C.3.9.4 Dressed Components. Contractor shall provide dressed component drawings for the engine, transmission, axles and transfer case if applicable. A dressed component is a properly manufactured, assembled and tested set of parts, subsystems and assemblies that are complete for installation in the vehicle delivered under this contract. Dressed component drawings shall identify all sprockets, pulleys, mounts and other add-ons that adapt the component to the vehicle installation. The dressed component drawings shall be complete in assembly and detail to allow procurement of the dressed component.

C.3.9.5 Review/Sign Off - 2-D line drawings and corresponding 3-D solid models shall be provided to the Government for review by installation at a rate sufficient to allow for the initial review by the Government, coordination of Contractor corrections and Government Final Review and Sign-off. After Government sign-off of a drawing the Contractor shall record in the change block of the drawing any subsequent changes made to the drawing. All changed drawings and change notices shall be submitted to the Government for review.

C.3.9.6 Drawing Approval. Drawings shall be approved by PM MTV Engineering personnel. The Government must approve any exception to this requirement in writing. The Government Project Engineer shall provide approval by signing drawings or by providing electronic or written approval by a means acceptable to the Government and contractor. The Government QA Specialist shall provide approval by signing drawings or by providing electronic or written approval by a means acceptable to the Government and contractor.

C.3.9.7 Drawing Number Report - All product drawings including Package Content and Kit drawings produced under this contract shall be assigned Government issued drawing part numbers. These drawing/part numbers can be obtained by submitting a written request to TACOM, ATTN: AMSTA-TR-E/FMTV specifying the type and quantity of drawings being produced, i.e., and kit or product drawings. The allocation of these numbers shall be reported on a frequency specified on the DD Form 1423. This report shall be prepared IAW DI-SESS-81011 (CDRL A074) and include the contractor's name, address and contract number and manufacturer part number. A cross-reference list shall be provided showing the Government (TACOM) part number and the corresponding vendor part number.

C.3.9.8 Drawing Part Numbers for Privately Developed Items - Contractors are prohibited from assigning drawing/part numbers to privately developed items prior to Government approval. If an item is approved for incorporation into the design, the contractor shall assign a Government issued drawing number, as referenced in part C.3.9.7 to the item.

C.3.9.9 Drawings and Pro/ENGINEER 3-D Solid model files prepared for items developed with funds of this Contract or any other Government contract by the Contractor or his subcontractors are property of the Government and shall be provided with unlimited rights to the extent permitted under DFARS 252.227-7013, DFARS 252.227-7014, DFARS 252.227-7015. The Contractor shall present the list of exceptions, those existing drawings and model files developed at private expense as part of the Work Directive.

C.3.9.10 Drawing Custodianship - The contractor shall be responsible for all original document files in his possession (this includes but is not limited to 3-D Pro/ENGINEER Solid Models, 2-D line drawings, associated documents, technical documentation etc.). As drawing custodian, the contractor shall make any changes authorized by TACOM to said original document files, provide copies of the changed document files to co-users and upon request, provide document files as defined herein, electronic files in one of the file formats identified below to the Government within 10 days of request. The contractor shall not transfer any Government drawing files without written approval from the Government.

1. 3-D Pro/ENGINEER Version 2001
2. Associate 2-D Line Drawing in Pro/ENGINEER Version 2001
3. Associate 2-D Line Drawing in *.pdf Format
4. Associate STEP Neutral File Format
5. All Associated sheet images in *.pdf format

C.3.9.11 Drawing Custodianship List - The contractor shall prepare and submit a drawing custodianship list IAW CDRL A075. The list shall contain all original drawings and associated documents pertaining to this contract. The list shall identify pertinent descriptive information such as number, type of document, title, current revision level, date and status, etc. Specific media format is to be determined at a start of work meeting.

C.3.9.12 Procedures for Transferring Original Drawings and CAD files - The Contractor shall comply with the following sequential procedures at the end of the performance period of this contract.

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1. At 60 days before end of contract:

- a. Provide a list/printout of drawings, CAD files and packaging documents in your custody to TACOM, AMSTA-TR-E/FMTV for record verification.
- b. Identify and provide a list of approved, but open ECPs (i.e., where no ERR/drawing/file updates have occurred) and cross-reference to drawings/files/documents affected by those ECPs. Separate, revise and ship separately. NOTE: If TACOM is to complete the work, drawings/files/documents should be prepared for audit and shipment first.
- c. Provide lists of the following information to AMSTA-TR-E/FMTV: (1) Obsolete and superseded drawings and CAD files, and (2) unreleased drawings, CAD files, and packaging documents.

2. At 30 days before end of contract, document the transfer of data by using two letter of transmittal forms, one for obsolete drawings and CAD files, and one for all other drawings, CAD files, and packaging documents. Attach related inventory lists to each DD Form 250. Submit to the Government representative for signature and verification of receipt. Data to be transferred shall accompany the transmittal letter. Data transfer is to be electronic IAW C.1.4 or as otherwise specified. The Government reserves the right to be present during the drawing / file inventory process.

C.3.9.13 Engineering Drawing Ordering Data:

The Contractor shall prepare Product Design drawings as appropriate IAW the ordering data in this SOW and the tailoring of MIL-STD-100G as follows:

- a. Drawing Media: Digital Data as defined herein. Paper copies and raster file digital data are required for government review purposes prior to Government acceptance of drawing files defined under C.3.9.5 and C.3.9.6 .
- b. Drawing Format: Government Format, forms supplied by the contractor.
- c. Drawing Sheet Size and Format IAW ASME Y14.1.M.
- d. Drawing Reference to MIL-STD-100G will be made on the drawing, including applicable revision levels, and notices, indicated in note 1.
- e. Application Block Data Required on drawing, general use or multi-use notations are allowed, e.g. FMTV/A1, FMTV-A1 where applicable. More specific uses are to be identified by groups or models, i.e., MTV-A1, LMTV/A1, Tanker, Air- Drops.
- f. Drawing Detail, multi-detail is encouraged for inseparable assemblies. Mono-detail and tabulated drawings are allowed.
- g. Dimensioning and Tolerancing shall be IAW ASME Y14.5M.1994 for new drawings and indicated in note 1. Metric and decimal are allowed. Dual dimensioning requires government approval.
- h. Drawing notes shall be on top left corner beginning with note 1 on top.
- i. Quality Assurance Provisions shall be integral to the drawing, as specified herein.
- j. Types of drawings are approved by the Government.
- k. Maintenance of multi-sheet drawings are revised by sheet, with first sheet containing the latest revision level, revised when any sheet is revised.
- l. Redrawn drawings require government approval and are advanced one revision level.
- m. Maintain revision history in its entirety with brief description of change, document change number and zone cross-references to change area.
- n. Adding sheets, renumber sheet using consecutive whole number.
- o. Deleting sheets, remaining sheets are renumbered, revision status of sheets block is updated with notations such as cancel or del.
- p. Markings on Engineering Drawings, special items and process apply using approved symbols and special notes.
- q. Associated lists are not required.
- r. Types of associated lists not required.

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s. Angle of projection shall be third angle unless otherwise indicated in title block.

t. Language shall be English.

u. Miscellaneous: Distribution statement required and approved by government; Material shall be defined in note to applicable specifications and standards; Drawing numbers are assigned by TACOM; Revision method requires Government approval; Contractor materials engineer, drafter, checker, and engineer shall all sign drawings.

C.3.9.14. Drawing Features Summary from the blocks on form DD2554-1 for Product Drawings:

- 1.a. Originals: CAD files IAW C.2.1.1.1.4.
- 1.b. Reproductions: IAW Mil-D5480, type A, class 3.
- 1.c. Digital Data: Electronic deliveries as specified herein.
- 2. Cage code and documents numbers:
 - 2.a. Contractor NA
 - 2.b. Government: Use 19207 cage code and TACOM drawing numbers IAW the Configuration Management section of this contract.
- 3. Drawing formats and drawing forms
 - 3.a. Contractor formats NA
 - 3.b. Government formats supplied by contractor
- 4. Types and quantities of drawings selection
 - 4.a. Contractor selects NA
 - 4.b. Government selects
- 5. Associated lists: Separate parts list is not allowed; find number parts lists require Government approval.
- 6. Details
 - 6.a. Multi-detail drawings only permitted for inseparable assemblies.
- 7. Quality Assurance Provisions required to be integral with the drawings as specified herein.
- 8. Applicable Vendor Substantiation Data required.

C.3.9.15 Drawings & TDP Requirements

C.3.9.15.1 Drawing Tree - The contractor shall establish and maintain a drawing tree reflecting the top/down generation breakdown of the FMTV models IAW DI-DRPR-80558 (CDRL A076). The drawing tree shall include all separable assemblies, items requiring component specifications, and software. The drawing tree shall serve as a guidance for structuring the TDPL and Logistics Support Analysis Record (LSAR) for FMTV. The drawing tree shall be made available for design and other disciplines' review.

C.3.9.15.2 Documentation - The contractor shall provide engineering and technical support services and facilities to prepare and maintain drawings, specifications and other technical data comprising the configuration baseline for the FMTV.

C.3.10 Field Issue Resolution.

C.3.10.1 Field Issue Resolution. The Contractor shall investigate, provide failure analysis and corrective action to all Field Issues generated against supplies produced under this contract in accordance with this provision and as authorized via STS work directives. Field Issues will be identified by the PCO and may originate from various sources including, but not limited to, Field Service Representative reports, Government Logistics Assistance Representative (LAR) reports, Fielding Team reports and Soldier input. The Contractor shall provide a report of the investigation, which includes at a minimum: problem identification, root cause, immediate/short term action, corrective action implementation plan for permanent solution, and verification of effectiveness. The report of investigation shall be submitted within 45 calendar days of receipt of a Contracting Officers notification of Field Issue. Should an exhibit of the item in question be required, the Contractor shall submit an exhibit request electronically to the Contracting Officer. Upon receipt of the request, the Contracting Officer will electronically delegate exhibit processing to the appropriate Administrative Contracting Officer (ACO) representative within 48 hours of request receipt. The ACO representative will arrange for transportation of exhibit(s) with the Contractor. The cost of exhibit transportation shall be the responsibility of the Contractor. All corrective actions taken by the Contractor shall be at no additional cost to the Government. Field Issue corrective actions which require a configuration change, must be approved by the PCO. All Field Issue investigation reports and associated corrective actions shall be approved by the PCO before the Government considers a Field Issue Notification closed.

C.3.10.2 Field Issue Response Performance Incentive. The Contractor is incentivized to provide rapid and accurate responses to

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Field Issues. The Government will award the Contractor an incentive amount of \$500 for each Field Issue response submittal which is received within 30 calendar days and is subsequently approved without revision or additional effort. Time/days associated with exhibit shipment does not count towards the Investigation Report submittal time/day requirements stated in C.2.11. The Government shall limit this incentive to \$150,000 per production year. The determination of the award of the incentive amount specified in this clause will reside solely with the PCO and is not subject to the Disputes clause (FAR 52.233-1). The contract will be modified on a semi-annual basis to fund the amounts determined to be earned or such other frequency as may be mutually agreed upon.

C.3.11 Reduced Logistics Footprint. The existing logistics footprint of the FMTV shall be reduced to the lowest size possible and initiatives to achieve this objective will be authorized via STS work directives. Target areas are a 30 percent improvement in the baseline vehicle fuel economy, reduction or elimination of the number of intermediate level maintenance tasks required, reduction of all tools required and a reduction of scheduled services required. Block Modification for fuel economy improvement applies to all configurations and variants of the FMTV. Work Directive planning for the Fuel Economy Block Improvement will begin at the Start of Work meeting, targeting integration of the equipment and software necessary into the exiting vehicle architecture to meet the 30 percent fuel economy requirement in time for delivery of the first vehicle of the fourth program year. The Contractor shall incorporate the necessary modifications into all appropriate technical and logistics documentation to reflect the integration of the new equipment and software.

C.3.11.1 30 Percent Fuel Economy Improvement. As authorized by work directive, the Contractor shall conduct investigation to allow the FMTV to achieve a 30 percent improvement in its fuel economy, with no degradation in automotive performance or RAM (Objective). The FMTV shall employ hybrid or other applicable technology to achieve this result. Load carrying capacity must be maintained and all requirements of the system ATPD 2131C, Attachment 1 are to be met.

C.3.11.2 Logistics Footprint Reduction Analysis. The Contractor will conduct continuous analysis to identify potential opportunities to reduce the existing FMTV Logistics Footprint as authorized by work directives. Goals include, but are not limited to:

- Reduction in the overall number of maintenance tasks required for service, troubleshooting and repair.
- Reduced service, troubleshooting and component replacement times.
- Reduction in the number of FMTV-unique special and fabricated tools.
- Reduction of scheduled services required (in terms of time, number of tasks and parts cost).

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-2	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.1 Preservation and Packaging.

D.1.1 The production vehicles shall be processed and shipped Level B drive-on/drive off in accordance with the Equipment Preservation Data Sheet (EPDS) developed by the contractor. Fuel tanks shall be shipped 1/2 full of JP8 fuel. Windshield wiper fluid should contain freezing preventive additive. Side mirrors and windshield wipers(s) may be shipped installed if required for driving to loading dock and or destination and is pre-approved by TACOM. All Self-propelled vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49, for truck and rail transport, International Maritime Dangerous Goods Code, for vessel transport, and AFJMAN 24-204 for military air. The Shipment & Storage Instructions (EPDS) must be approved by TACOM prior to vehicle shipment. All components removed from the vehicle for reduction of cube, any accessories, basic issue items, and manuals shall be preserved, packaged, packed into wood container(s)conforming to PPP-B-601 OR PPP-B-621 modified with a plywood top, and identified in accordance with Level B requirements of MIL-STD-3003 and MIL-STD-129.

D.1.2 The contractor shall include cleaning and processing instructions for stowage and exercising directions of vehicles should they be shipped in place or conditionally accepted and be approved by TACOM.

D.1.3 All deliverable spare and repair parts, special tools, and all kits delivered under this contract shall be preserved packaged and packed as follows:

a. The engine, transmission, and transfer transmission shall be preserved and packed Level A in the long life reusable (LLR) container developed by the contractor and approved by TACOM, AMSTA-TR-E/PKG prior to shipment. All axles, winches, and differentials shall also be preserved and packaged Level A, IAW the packaging instructions developed by the contractor and approved by TACOM-TR-E/PKG.

b. All other repairable spare and repair parts, kits, and fragile items, whether shipped with the vehicle, or to depots, camps or stations, shall be preserved, packaged and packed Level B/B in accordance with the packaging instructions developed by the contractor and approved by TACOM, AMSTA-TR-E/FMTV. All hazardous items shall be packaged in accordance with the requirements of Code of Federal Regulation Title 49.

c. All expendable parts and all remaining items (including Training Aids, The System Support Package(s)(SSP) and Special Tools) scheduled for shipment, shall be packaged in accordance with standard commercial practices to assure safe arrival at destination without damage to contents.

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D.1.3 All software/technical data required to be developed under this contract shall be packaged in accordance with standard commercial practices to assure safe arrival at destination without damage to contents.

D.2 Marking.

D.2.1 The vehicle, repair and spare parts, kits, and special tools preserved, packaged and packed in accordance with paragraphs D.1.1 and D.1.2 above, shall be marked in accordance with the approved Equipment Preservation Data Sheets and MIL-STD-129 as applicable. All vehicles shall have bar code labels attached to the bumper in a manner that scanning shall be made easy. The bar code shall contain the model number, the vehicle identification number (VIN), and the National Stock Number.

D.2.2 Software/technical data shall be marked with the name and address of the consignor, consignee and contract number.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.242-4008 (TACOM)	ROUTING OF SPECIAL PROCESS APPROVALS	AUG/1994

(a) Specification -1-, which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

E-7	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000
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(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-8	52.211-4016 (TACOM)	TT-C-490, TYPE 1, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC	MAY/2000
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(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in statistical control. Process control tests for alternative systems must ensure that the process remains in control and must be documented and approved by TACOM. Testing must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours. All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scrapped with a one inch (approximate) metal blade such as a putty knife between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg. per square foot to minimize chipping of the CARC system. All TT-C-490, zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be submitted to the procuring activity no less than 45 days prior to use. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of alternate systems must be demonstrated and approved by the procuring activity. If the TT-C-490 Type 1 system has not been previously approved by TACOM, it must be documented and submitted for approval as specified in the specification. Zinc phosphate systems for galvanized substrates require separate qualification. A list of previously qualified zinc phosphate

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application facilities is available from TACOM, Materials Engineering Team, (810) 574-5083. Requalification of the process will be required if the process is changed outside the limits defined in the TAOCM letter of system acceptance provided to the application facility.

(b) Qualification of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with primer only shall be cured for seven days, and scribed thru the primer. After 40 cycle test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate) with a one inch (approximate) metal blade, such as a putty knife, both parallel and perpendicular to the scribe. There shall be no more than 3 mm. of rust creep (zinc corrosion products), blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with non greater than 1 mm. This test shall be performed at two month intervals (two test coupons) to ensure that the process is in control. An alternative test for verifying process control is GM 9511P for 10 cycles.

(c) Performance tests for process control are highly dependent on the type, thickness, and VOC level of the organic coating (primer) film and its adhesion to the substrate. Any change to the solvents used in the primer or changing the brand of primer will require retesting of the system. The test coupons must duplicate the production painting process as closely as possible. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control.

(d) The use of vinyl wash primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level.

[End of Clause]

E-9	52.211-4017	ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS	JAN/2002
	(TACOM)		

(a) THE FOLLOWING REQUIREMENTS SUPERCEDE THE PERFORMANCE REQUIREMENTS CONTAINED IN TT-C-490, MIL-C-5541 AND MIL-C-53072 RELATIVE TO THE ADHESION AND CORROSION RESISTANCE OF THE CARC SYSTEM:

(b) Ferrous and galvanized surfaces shall be cleaned and pretreated to provide the following level of performance on a repeatable basis. The cleaning/pretreatment/control process shall be documented and submitted to the procuring activity for approval prior to production. Qualification and process control testing shall be performed on the same substrate used in production. The system under test shall consist of the pretreatment and primer. There are significant variations in performance due to primer manufacturer, VOC content and primer thickness variation. Sufficient testing shall be conducted to achieve a statistical confidence in both the brand/type of primer used and the dry film thickness used in production. If the tolerance of the dry film thickness exceeds plus or minus 1.0 mil then you must qualify the extremes of the range separately.

(c) To verify the corrosion resistance, a minimum of three test panels per test variation no smaller than 4 x 6 inches with the pretreatment/primer system as noted above shall be subjected to 1000 hr. of neutral salt spray per ASTM B117 (40 cycles of GM 9540P - scribed is an acceptable alternative) for ferrous substrates or 40 cycles of GM 9540P for galvanized surfaces. The test panels shall be cured for a minimum of 7 days and diagonally scribed through the coating system to the metallic layer. A minimum of 24 hr. after the completion of the neutral salt spray test or within 5 days after completion of the GM 9540P test the scribe shall be scraped at a 30 degree (approximate) contact angle with a 38mm (approximate) blunt tipped metal blade such as a putty knife parallel and perpendicular to the scribe. There shall be no more than 3mm maximum loss of paint adhesion or corrosion at any point from the scribe line. In addition, there shall be no more than 5 blisters in the field with none exceeding 1mm; corrosion in the field shall not exceed Rust Grade 9 of ASTM D610.

(d) To verify long term CARC adhesion, after completion of the corrosion resistance test evaluation each test panel will be subjected to cross hatch tape test (minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 x 4 scribe lines to the metallic layer at 2mm intervals(approximate) and shall be done no closer than 12 mm from any edge or the scribe creep. Multiple head cutters are not recommended. Loss of two or more complete primer squares shall constitute failure.

(e) The contractor must demonstrate the ability to pass both tests for the system to be considered acceptable. This testing shall be performed on 5 consecutive days of production. If all test panels are acceptable, the testing can revert to two test panels every two months of production.

(f) The only system that is currently available to achieve this level of performance is a zinc phosphate pretreatment system per TT-C-490 with a high quality primer. All primers used must be on the QPL for MIL-P-23377, 53022, -53030, or 53084. Not all QPL primers with the exception of electrocoat primers per MIL-C-53084 have this level of corrosion resistance/paint adhesion, however.

Note: Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed for the coating system to pass these performance tests.

(g) For aluminum substrates the required pretreatment system is a chromate conversion per MIL-C-5541. If alternative pretreatment systems wish to be considered, they must demonstrate their ability to pass when coated with the nominal production primer (scribed) 120

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cycles of GM 9540P. After completion of the test, the panels shall be scraped as noted above and shall have no more than 0.5mm of paint loss maximum from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm. After completion of the 120 cycle test, the cross hatch scribe test noted above shall be performed. The removal of one or more complete squares of primer shall constitute failure. The alternate system must demonstrate its ability to provide an acceptable product on 5 consecutive days of production to be considered a suitable alternative. The alternative process must be documented and approved by the procuring activity. Controls must be established to assure that the process remains under statistical control. The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(g) Failure to meet the corrosion resistance/adhesion requirements shall be cause for rejection of all production units manufactured during that production interval.

(h) Final Acceptance of the CARC Finish on Production Hardware:
The dry film thicknesses of the primer and topcoat as well as coating adhesion on the fully cured primer/topcoat coating system are mandatory requirements. Variations in the primer thickness and curing conditions will dramatically affect recoat windows and coating performance for some primers. Manufacturing processes which are unable to control the dry film thickness to the requirements contained in Table V of MIL-C-53072 shall be subjected to the 4 x 4 cross hatch scribe test noted above on two production units per lot with two tests per unit. One test shall be conducted on a vertical and one on a horizontal surface (relative to the painting process). There shall be a maximum removal of one complete square of primer/topcoat or topcoat only. The polyurethane CARC topcoat requires approximately 24 days to completely cure at 68 Degrees F. Adhesion testing shall be performed only on a completely cured CARC finish. Contractors which have performed a thorough design of experiments methodology to evaluate the impact of paint system variables or have processes which meet Table V requirements can perform the final acceptance adhesion test on representative test coupons.

[End of Clause]

E-10 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

E-11 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001
(TACOM) (CARC) ON METALLIC SURFACES

a) Application: MIL-C-46168
MIL-C-53039
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test.

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The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2

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MIL-C-53039

1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

E-12	52.211-4059 (TACOM)	RADIOGRAPHIC INSPECTION	MAR/2001
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Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- (1) Operators and radiographic equipment shall be qualified in accordance with NAS 410, prior to radiography of production castings.
- (2) The first casting shall be radiographed in all routine and random positions described on the position chart.
- (3) Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- (4) All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
- (5) After above requirements have been accomplished, normal sampling shall be applied.
- (6) Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.
- (7) All routine and random positions shall be radiographed on each control casting except when the total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.
- (8) The occurrence of a rejectable defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.
- (9) If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.
- (10) The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

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[End of Clause]

E-13 52.246-4024 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS APR/2000
(TACOM)

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

(1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

(2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

- identify the test(s) you want deleted;
- state the basis for your request;
- include a list of configuration changes made;
- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-14 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994
(TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

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E-1552.246-4029ACCEPTANCE POINT: ORIGINFEB/1998

(TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT. When F.O.B. is destination and once we accept title to the supplies, we'll allow payment as long as you supply the proper evidence of shipment with the invoice. (See the Section F clause, FAR 52.247-48 - F.O.B. DESTINATION - EVIDENCE OF SHIPMENT and the Section E clause, FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES.).

[End of Clause]

E-1652.246-4048DRAWINGS FOR INSPECTIONNOV/1982

(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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E.1 Welding.

E.1.1 Welding Design. The Contractor in performance of this contract shall ensure that all steel and aluminum weldments meet the design and fabrication requirements in American Welding Society (AWS) D 1.1-96 and (AWS) D1.2-96 or approved equivalent.

E.1.2 Welding Procedures. Prior to production, the Contractor is responsible for developing welding procedures IAW American Welding Society (AWS) weld code requirements and submit the Contractors draft version to the procuring activity for approval (CDRL A077). The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Repair welding of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product. The Contractor, at his option, can utilize the UDLP/TACOM Ground Combat Welding codes for Qualifying and repair of non-ballistic or ballistic welding processes. The UDLP/TACOM Ground Combat Welding Code can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-E/Materials
6501 E. 11 Mile Road
Warren, MI 48397-5000

E.1.3 Alternate Welding Standards. The Contractor may utilize alternate standards or codes once the Contractor or the Contractors suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractors responsibility to demonstrate such equivalence. If the Contractors component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractors suppliers quality system and weld processes to verify his/her capability of producing acceptable welds. The Government reserves the right to approve/disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

E.1.4 Previously Qualified Procedures. If the Contractor previously qualified welding procedures under another DOD contract, the PCO may waive the requirements of paragraphs E.1.2 and E.1.3 of this clause. The Contractor must submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. The Contractor may use previously qualified weld procedures provided ALL the following requirements are met:

- a. The weld procedure was qualified and approved on a previous DOD contract
- b. The Contractor has certified welders and equipment
- c. There was no break in production for more than six months
- d. A favorable quality history

If the Contractor meets these requirements, and wants approval to use previously qualified weld procedures, the Contractor must submit a written request to the PCO, attaching proof of previous qualifications and summary of the Contractors and/or its quality history (CDRL A078).

E.1.5 Welder Qualification. Before the Contractor or the Contractors suppliers assign any welder or welding operator to perform manual, semi-automatic or automatic welding work, or use any automatic welding equipment for work covered by this contract, the Contractor MUST ensure that all welding equipment used in the performance of this contract has been certified, and that the Contractors welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard identified in paragraphs E.1.2 or E.1.3 of this clause.

E.1.6 Visual Weld Inspection. During performance of this contract, the Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractor inspectors may be based on:

- a. current or previous certification as an AWS Certified Welding Inspector; or
- b. current or previous certification by the Canadian Welding Bureau (CWB); or
- c. inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of formal training or experience, or both, in metals fabrication, inspection, and testing.

E.2 End-Item Paint Requirements.

E.2.1 The Contractor shall assure all painting operations and inspections comply with Drawing 19207-12420325 and MIL-C-53072. In the event of a conflict between Drawing 19207-12420325 and MIL-C-53072 requirements, MIL-C-53072 shall take precedence.

E.2.2 The primer drying time requirement prior to topcoat application (reference MIL-C-53072 paragraph 3.5) is to be considered met if the topcoat application is performed within the parameters provided by the primer and topcoat vendors. Up-to-date vendor data and process recommendations for primer and topcoat should be maintained at the production facility.

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E.3 Quality Program/System.

E.3.1 The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of ANSI/ISO/ASQ Q9001-2000 or an equivalent standard. The Government recommends the use of Quality System Requirements QS 9000 (or ISO/TS 16949) in lieu of the aforementioned requirement. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is a Registrar Accreditation Board (RAB) certified/registered ANSI/ISO/ASQ Q9001-2000 or QS 9000 supplier. The Contractors Quality System requirements shall apply at the place of vehicle in-process and final assembly. The quality system shall address all software and hardware contractual requirements. The quality system and manual shall follow the guidelines within ISO 9004:2000. The quality manual shall be updated as required (CDRL A079).

E.3.2 The Contractor shall have a supplier quality assurance program that defines the appropriate ANSI/ISO/ASQ Q9001-2000 or equivalent quality system requirements for each supplier. The Contractors supplier quality assurance program shall assure each supplier has a documented quality system which includes development, implementation, and maintenance of control plans for all FMTV products. The Contractors supplier quality assurance program shall be submitted IAW CDRL A080 unless submitted as part of the quality manual.

E.3.2.1 Prime Contractor's documentation verifying their review and acceptance of the subcontractor quality assurance system and control plans shall be made available for review upon Government request. If determined to be acceptable, the Prime Contractor should use the subcontractor's accepted system when conducting quality audits. The Government reserves the right to perform quality audits at the prime contractor and subcontractors facilities as deemed necessary.

E.3.2.2 Quality Planning. The Contractor and subcontractors shall establish Product Quality Plans and Control Plans that define the steps necessary to assure that the product meets the customers needs and expectations in a timely matter. The Contractor and subcontractors shall assign responsibility for organizing a cross-functional team to a member of their own management staff. The cross-functional team shall use a multi-disciplinary approach for decision making that utilizes Advanced Product Quality Planning and Control Plan Techniques that ultimately define and document how the requirements for quality will be met. Team actions should include but not be limited to:

- a. Development/finalization of special characteristics
- b. Development and review of both Design and Process Failure Mode and Effects Analysis (FMEAs)
- c. Development of control plans
- d. Utilization of analytical tools for both the design and production phases

NOTE: Cross-Functional teams should typically include the supplier's design, manufacturing engineering, quality, production, purchasing, packaging, service, other personnel as required and if applicable sub-contractor participation.

E.3.2.3 Production Part Approval. The Contractor and subcontractors shall demonstrate that their process has the capability of meeting design and or specification requirements prior to the first shipment of product. The product(s) shall be validated in accordance with the control plan developed by the suppliers cross-functional team and approved by the Government. It is recommended that the Contractor and subcontractors utilize the current version of DaimlerChrysler Corp., Ford Motor Co., and General Motors Corp. Production Part Approval Process (PPAP) requirements and associated processes for developing their control plans for part submission and approval.

E.4 Inspection & Test Equipment.

E.4.1 Except as otherwise expressly provided for under this contract, the Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements. All Contractor furnished inspection equipment shall be available for use on or before the start of production. The Government shall not furnish any inspection equipment for this contract.

E.4.2 The Contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the Contractor.

E.5 Final Acceptance.

E.5.1 The Contractor shall perform one hundred percent (100%) Final Inspection of the end item in accordance with the requirements of the applicable ATPD 2131C and the current approved configuration utilizing the Government approved Final Inspection Record (FIR). The Contractor shall make available the FIR for the items in question. Deficiencies disclosed during inspection by the Contractor or the Government shall be described in writing on the Deficiency Sheet attached to the FIR. If the Contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, the Contractor must obtain approval from the PCO prior to employing any other form for this purpose (CDRL A081).

E.5.1.1 Final Inspection Record.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-S193 MOD/AMD</p>	<p style="text-align: center;">Page 179 of 275</p>
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Name of Offeror or Contractor:

(a) The Contractor shall prepare a Final Inspection Record (FIR) in his/her own format for each vehicle under the contract. The FIR should be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and/or manufacturing changes that impact the FIR, during the entire contract period. The contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

(b) Deficiencies disclosed during inspection by the contractor shall be described in writing and included as part of the FIR.

E.5.2 All Contractor manufacturing and inspection documents used to validate work completed and product quality shall have an indication of acceptance by a Contractor controlled stamp.

E.5.3 Vehicle Inspection Standards. In addition to the FIR, standards shall be developed by the Contractor to clarify attribute type characteristics that require definitive accept/reject criteria, such as cosmetic and workmanship standards. The inspection standards shall be maintained and updated as required by the continuous improvement team (C.2.5.18). To supplement inspections, the Contractor shall also develop visual aids (i.e., photos, drawings, diagrams, hardware displays, etc.) depicting acceptable and unacceptable conditions and have them available as acceptance criteria.

E.6 Fuel Quantity/Windshield Washer Fluid. The Contractor shall assure the vehicles are shipped with 1/4 tank of fuel. The Contractor shall also assure that the windshield washer reservoirs are filled with a commercially available windshield washer fluid prior to presenting the vehicle to the Government.

E.7 Product Quality Deficiency Reports (PQDR). The Contractor shall investigate, provide failure analysis and corrective action to all PQDRs (Standard Form 368) generated against supplies produced under this contract in accordance with the following requirements and CDRL A082. The Contractor shall provide a report of the investigation, which includes at a minimum: problem identification, root cause, immediate/short term action, corrective action implementation plan for permanent solution, and verification of effectiveness. The PQDR report of investigation shall be submitted within 30 calendar days of receipt of a Category I PQDR and within 45 calendar days of receipt of a Category II PQDR. Should an exhibit of the item in question be required, the Contractor shall submit an exhibit request electronically to the FMTV PQDR Action Officer. Upon receipt of the request, the PQDR Action Officer will electronically delegate exhibit processing to the appropriate Administrative Contracting Officer (ACO) representative within 48 hours of request receipt. The ACO representative will arrange for transportation of exhibit(s) with the Contractor. The cost of exhibit transportation shall be the responsibility of the Contractor. All corrective actions taken by the Contractor shall be at no additional cost to the Government. PQDR corrective actions which require a configuration change, must be approved by the Government PCO. All PQDR investigation reports and associated corrective actions shall be approved by the PQDR Action Officer before the Government considers a PQDR closed.

E.8 Vehicle Acceptance.

E.8.1 Conditional Acceptance. The Government at its sole discretion may conditionally accept vehicles at any time; at no time is the Government required to conditionally accept vehicles.

E.8.2 Conditional Acceptance Prior To First Article Approval. Prior to successful completion of the First Article Test requirements, any acceptance of vehicles shall be conditional. At the time of conditional acceptance, prior to First Article Approval, the Contractor may invoice up to 90% of the base vehicle unit price. The Government may, based on contract performance, increase the invoice percentage above the 90% limitation.

E.8.3 Final Acceptance. Final acceptance of vehicles shall not occur until: (1) all First Article Approval requirements for each model have been successfully completed and the Contractor so notified by a PCO letter and (2) all deficiencies are corrected to the satisfaction of the Government.

E.9 Care and Storage of Conditionally and Finally Accepted Vehicles Prior to Shipment. In the event that the Government does not elect to ship Conditionally or Finally Accepted production vehicles, the Contractor shall be responsible for the care and storage of all vehicles until shipment by the Government for a period of up to 180 days. To assure that the vehicles remain in an acceptable condition, the Contractor shall develop a storage exercise and maintenance plan and submit IAW CDRL A083. As a minimum, the storage plan shall include an inspection schedule, vehicle exercise schedule, maintenance schedule, as well as a description of the inspections, vehicle exercises, and a reference to all applicable procedures and work instructions. This may be extended at no additional cost to the Government for conditionally accepted vehicles by the amount of time that they were in a conditional acceptance status.

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	FEB/2002
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

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(1) Government Bill(s)/Commercial of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-10	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES			JAN/2001
Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>	
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

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This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

F.1 The following are projected events/milestones pertaining to this contract:

Target Award	March 03	
Start of Work Meeting	30 Days after award	
First Article Testing		
FPVI	Jan 04	
PVT		
PVT 1: All models except Dump, Wrecker & Expansible Van	Mar 04 - Nov 04	
PVT 2: Wrecker	Jul 04 - Mar 05	
PVT 3: Expansible Van	Sep 04 - May 05	
PVT 4: Dump	Jun 06 - Feb 06	
FPT		TBD
PY2 Call-up	Mar 04	
PY3 Call-up	Dec 04	
First Vehicle Fielded	15 Feb 05	
PY4 Call-up	Dec 05	
PY5 Call-up	Dec 06	
LUT - Expansible Van	30 days after PVT completion	
LUT - Dump	30 days after PVT completion	

F.2 Delivery Schedule: See Attachment 23.

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-2	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G.1 PERFORMANCE BASED PAYMENTS (Performance-Based payments are not applicable to non-vehicle CLINs)

G.1.1

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-14	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial		Source of Supply		Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>		<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
(1)	(2)	(Y or N)	<u>Company</u>	(4)	(5)	(6)

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.
- [End of Clause]

H-15	252.225-7037	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	MAR/1998
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- (a) Definition. "Eligible end product," as used in this clause, means-
- (1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;
- (2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or
- (3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.
- (b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-

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- (1) Directly with a foreign concern as a prime contract; or
- (2) As a subcontract or purchase order under a contract with a domestic concern.
- (c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.
- (d) The Contractor warrants that-
 - (1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and
 - (2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.
- (e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.
- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-
 - (1) Consign the shipments to the appropriate-
 - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
 - (ii) Military installation; and
 - (2) Include the following information-
 - (i) Prime contract number, and delivery order if applicable;
 - (ii) Number of the subcontract/purchase order for foreign supplies if applicable;
 - (iii) Identification of carrier;
 - (iv)
 - (A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
 - (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.
 - (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
 - (vi) Estimated value in U.S. dollars; and
 - (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.
- (g) Preparation of customs forms.
 - (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare,

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any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees-

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all package as follows:

- (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and
- (ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-

- (1) Prime contractor's name, address, and CAGE code;
- (2) Prime contract number, and delivery order number if applicable;
- (3) Total dollar value of the prime contract or delivery order;
- (4) Expiration date of the prime contract or delivery order;
- (5) Foreign supplier's name and address;
- (6) Number of the subcontract/purchase order for eligible end products;
- (7) Total dollar value of the subcontract for eligible end products;
- (8) Expiration date of the subcontract for eligible end products;
- (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
- (11) The scheduled delivery date(s).

[End of Clause]

H-16 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

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(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-17	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
(a) All technical data delivered under this contract shall be accompanied by the following written declaration:			
The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-_____ are complete, accurate, and comply with all requirements of the contract.			

Date	Name and Title of Authorized Official
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This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.
(End of clause)

H-18	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.			
(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.			
(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.			
(d) Prechallenge request for information.			

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(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the

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restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to

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be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-19

252.243-7000

ENGINEERING CHANGE PROPOSALS

SEP/1999

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

[End of Clause]

H-20

52.204-4005

REQUIRED USE OF ELECTRONIC COMMERCE

MAY/2000

(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm

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Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

H-21 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-22 52.242-4020 REQUIRED VERIFICATION OF DESTINATIONS MAY/2000
(TACOM)

The Contractor will verify destinations set forth in this contract at the time Government Bills of Lading or Commercial Bills or Lading are requested, or at the time that Commercial Bills of Lading are issued. Verification will be requested through the Administrative Contracting Officer (ACO) to the buyer at the email address shown on the face of the contract.

[End of Clause]

H-23 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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H.1 Continuous Improvement/Defect Reduction Incentive. The Contractor is encouraged to employ a management system that emphasizes the DOD management philosophy of continuous process improvement in order to meet the high quality levels required for this acquisition and future acquisitions for weapon systems, equipment and data. Continuous improvement of processes includes definition and understanding of processes, process performance measurement, collection and analysis of data, and process optimization/corrective action. Continuous improvement of technical and administrative processes related to requirements definition, design, development, manufacturing, quality assurance, RAM and testing is encouraged. DOD 4245.7-M (with change 1) Chapter 1, Introduction for Total Quality Management Critical Path Template, may be used as a guide. As an incentive, the Government will reduce the level of acceptance inspection and examination if the Average Defects per Unit/Truck is below 1.00 for Minor defects and achieves 0.00 for Major/Critical defects, for three consecutive months production based on both Contractor and Government data. If after acceptance inspection and examination is reduced, the DPU once again exceeds the above criteria, the Government will resume normal acceptance inspection and examination until the above criteria are met again.

H.1.1 In addition to the incentive for maintenance and reliability improvements mentioned in Sections C and H, the Government will reduce the level of acceptance inspection and examination if the Average Defects per Unit/Truck (DPU) is below 1.00 for Minor defects and achieves 0.00 for Major/Critical defects, for three consecutive months production based on both Contractor and Government data. If after acceptance inspection and examination is reduced, the DPU once again exceeds the above criteria is met again. This clause is not subject to the Disputes Clause FAR 52.233-1.

H.2 Environmental Protection Agency National Security Exemption(40CFR85.1708). The Contractor shall be required within ninety (90) days of contract award, to submit a letter to the Environmental Protection Agency through TACOM requesting the transfer of TACOM's National Security Exemption to insure that EPA emission standards in effect at the time of award will be the applicable standard for all vehicles produced under this multiyear contract, including any option vehicles. See C.2.5.19 for Canceled Specifications and Standards.

H.3 Issues of Documents. All documents of the issue listed in the contract and identified in the Department of Defense Index of Specifications and Standards (DoDISS) form a part of this contract to the extent applicable, unless specifically stated otherwise.

H.4 English Language Requirement. During the life of this contract, the following shall be presented and maintained in the English language unless specified otherwise by the Procuring Contracting Officer:

- (a) All deliverable data items.
- (b) All correspondence records and files.
- (c) All in-process reviews, start-of-work meetings, or any other meeting required by the effort under this contract.
- (d) All technical manuals, publications, lists and maintenance charts.
- (e) All Contractor data compiled during test.
- (f) All decals and information affixed to the vehicle (i.e., oil fill capacity, transmission shifting patterns, stenciling).

H.5 Warranty

H.5.1 Definitions. For purposes of this clause, the following definitions apply:

H.5.1.1 Vehicle/Model. A vehicle includes the entire end item including all parts, all BII and items/components/kits required to be delivered with it.

H.5.1.2 End Item. An assemblage of supplies that comprise a complete system, i.e. a truck is an end item, a trailer is an end item. Hardware for this definition is listed in Attachments 37 and 38.

H.5.1.3 Defect/Failure.

- (1) Any condition or characteristic in the end item that is not in compliance with the requirements of this contract.
- (2) Any item, part, assembly, or subassembly on the end item that does not function or operate as it is designed/intended.

H.5.1.4 Systemic Defect. The classification of failures that occurs or may occur with a frequency, pattern, or sameness to indicate a regularity of occurrence which exceeds the expected failure rate by 100 % as set forth in the Provisioning Master Record (PMR) which would justify multiple end item corrective action. The following are examples of, but not limited to, documentation to be used in determining if a failure is systemic :

Equipment Improvement Recommendations

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Quality Deficiency Reports
Reports of Discrepancy
Warranty Records
Predicted Failure Rates from the Provisioning Master Record

H.5.1.5 Correction. The repair or replacement of defective or failed warranted components on the end items delivered under this contract.

H.5.1.6 Redesign. The remedy to correct a failure/defect on warranted items when workmanship, material and manufacturing nonconformance have been eliminated as the cause of the failure or defect. Redesign applies only to systemic defects.

H.5.2 Warranties

H.5.2.1 Hand-Off Warranty. Notwithstanding inspection and acceptance by the Government of the end items and services provided under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the vehicles conform to the performance and manufacturing requirements specifically delineated in this contract/specification and will conform to the performance requirements defined in ATPD 2131C, Attachment 1. The warranty is the same for both CONUS and OCONUS. Under this warranty, the Contractor shall be liable for the correction of all failures/defects from final acceptance (DD250) of the vehicles up to and including vehicle hand-off to the user (soldier), as evidenced by entry into the user's (soldier's) hand receipt or property book. The Contractor shall provide repair parts. All labor to correct hand-off defects will be performed by the Government or the Governments representative per H.5.5 Government Correction. The Government (each claim) will submit no reimbursable claim for labor under \$150.00. The Contractor shall not be responsible for transportation damage.

H.5.2.2 Material and Workmanship Warranty. Notwithstanding inspection and acceptance by the Government of the end items furnished under this contract, or any clause concerning the conclusiveness thereof, the Contractor warrants that the end items will be free from defects attributable to material or workmanship for a duration of 24 months from the date of Hand-Off as defined in paragraph H.5.2.1. This warranty covers the complete vehicle, parts and labor, except for accident damage, misuse, alterations, damage due to lack of maintenance or use of fluids/lubricants not recommended, and normal maintenance and scheduled service items such as filters, screens, fluids, windshield wipers, brake shoes. Additionally, no warranty claims shall be submitted for less than \$300.00 total value (parts and labor). The warranty is the same for both CONUS and OCONUS.

H.5.2.3 Pass-Through Warranties. To the extent the Contractors suppliers normally provide a commercial or trade practices warranty, the Contractor shall pass the identical warranty to the Government but only in cases where that supplier's warranty offers coverage exceeding that provided by the Contractor. The Contractor shall provide a list of the warranted parts and assemblies per DI-MGMT-81453(T), CDRL A084. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent (coverage and duration) of the warranty. Actual copies of subcontractor/vendor warranties shall be provided to the Government no later than 180 days after contract award.

The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractors suppliers. All remedies which the Government may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions.

H.5.2.4 Systemic Defect Warranty. Notwithstanding inspection and acceptance by the Government of the end items furnished under this contract or any clause concerning the conclusiveness thereof, the Contractor warrants that end items shall be free of systemic defects/failures during the duration of this warranty. The warranty duration will be from date of first end item shipment to 24 months from date of shipment of last end item shipped from the manufacturers facility. The Contractor shall be responsible for correcting systemic defects on all end items covered under this warranty at the time of defect notification (see H.5.3). If a systemic defect is discovered and workmanship, material or manufacturing non-conformance has been eliminated as the cause of such defect, the Contractor shall be responsible for developing and implementing a redesign as necessary to correct the defect at no additional cost to the Government. The Contractor shall be responsible for all costs associated with testing required to validate the proposed redesign, plus all efforts normally associated with an ECP (to include provisioning and manual updates). The Contractor shall incorporate the redesign into the production process and may be required to retrofit all end items covered under the warranty at the time of notification.

Under this warranty, when a systemic defect has been determined to have occurred, the Government may presume that all parts produced under like circumstances are similarly defective and, dependent upon the Government's review of the failure data, may require their correction at no additional cost to the Government. Produced under like circumstance means common factors, for example, manufactured date, production lots, etc. delivered under the contract, whether installed on end items or delivered individually.

H.5.2.5 Technical Data Package (TDP) Warranty.

H.5.2.1 The Contractor shall warrant (as defined at C.1.6.7) all proposed changes submitted with their proposal pursuant to C.1.2.3, any interface related changes made to parts, components, assemblies or other items necessary to accommodate Contractor changes, and any test related modifications to Contractor changes from the date of proposal submission until successful completion of First Article Test (as defined in C.2.5.1). Any Failure of or defects in Contractor changed items or interface items discovered prior to successful

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completion of First Article Test shall be the sole responsibility of the Contractor and shall be corrected at no additional cost to the Government and with no extension in schedule.

H.5.2.5.2 Following successful completion of First Article Test, the Contractor shall warrant the entire TDP (as defined in C.1.2.9)consistent with the requirements stated in C.2.2.4.1 and take full responsibility in terms of both cost and schedule for any vehicle defects or failures attributable to defective technical data. This clause is not intended to place upon the Contractor any design responsibility for legacy items. Responsibility for redesign and retrofit are covered under H.5.2.4 Systemic Defect Warranty.

H.5.2.6 Warranty of Logistics Data. The Contractor shall warrant the changes to the maintenance procedures that they incorporate into the TMs/IETMs. The Contractor shall assure that all validated procedure changes, that they are responsible for, work as written to accomplish the task. Any non-workable procedures shall be corrected by the Contractor at no additional cost to the Government within 2 weeks after notification by the Government of the non-workable procedure.

H.5.2.7 Additional Conditions. In the event the Government places vehicles in storage following acceptance and shipment from manufacturers facility prior to hand-off, the warranty clause H.5.2.1 shall be extended for the length of time the vehicles are in storage, or for 12 months, whichever comes first. All parts provided or furnished pursuant to this clause shall be subject to all provisions of this clause exactly as though they had been incorporated into the vehicle at the time of acceptance.

H.5.2.8 Exclusions. The warranties set forth in this clause shall not apply to any defect caused by misuse or abuse of the end item, damage incurred during Government transportation, combat damage, normal wear and tear, or by the Government's failure to perform proper maintenance or service on the end item. All implied warranties and warranties of fitness for a particular purpose are excluded from any obligation under this contract.

H.5.3 Notification. During vehicle deprocessing verbal or written notification of a hand-off warranty claim will be provided to the Contractor by the PCO, or his/her authorized representative, which may be the gaining unit and/or a Government deprocessing Contractor. Either notification shall constitute the formal warranty claim. Verbal notification shall be followed up in writing within one week of notification.

For Material and Workmanship and Pass-Through warranties, the Contractor shall be notified of warranty claims by an authorized Government official or the Government's Representative either in writing, or telephonically, followed up by a DA form 2407. Notification dates initiate the period for the Contractor to perform the necessary corrective action(s). Notification of a systemic defect shall be in writing to the Contractor from the Contracting Officer.

The notification for Hand-Off, Material and Workmanship, and Pass-Through warranties shall include, but not necessarily be limited to: warranty claim number, date of customer claim, customer claim number, customer identification/location, the applicable equipment serial number, operating hours or miles on the equipment, part numbers, manufacture cage code, National Stock Numbers of the defective supplies, the circumstances surrounding the defects, and the date claim is closed. The Contractor shall provide the Government with the above-mentioned data in electronic EXCEL spreadsheet format IAW CDRL A034. Each delivery of the quarterly report shall be cumulative.

H.5.4 Contractor Correction. The Contractor shall complete repairs, on site, or at an approved repair facility, under the Material and Workmanship and Pass-Through warranties within 5 calendar days of the notification date.

The Contractor shall correct systemic defects within 60 days after notification unless a redesign or an extensive repair effort is required. If a redesign or an extensive repair effort is required, the Contractor shall notify the Contracting Officer in writing within 30 days after notification and provide the date by which repairs will be completed, subject to Government concurrence or acceptance.

H.5.5 Government Correction. The Government may elect to perform corrective actions/repairs for warranted components. The Contractor shall ship replacement parts for Government corrective actions within 3 calendar days of notification. If the Contractor is unable to meet the 3 calendar days, the site will be notified of any delay and the anticipated Contractor ship date. CONUS requirements will be shipped to the repair location, including Alaska and Hawaii. OCONUS requirements will be shipped to a Government provided APO or CONUS Port of Embarkation. The Contractor will not be responsible for any damages occurring during transportation after receipt of components at the APO or CONUS Port of Embarkation.

The Contractor shall reimburse the Government for the labor required to correct or repair defective parts. The cost of labor will be computed at the current Fiscal Years labor rate for the maintenance level identified in the Maintenance Allocation Chart (MAC) multiplied by the number of actual labor hours incurred, not to exceed the labor hours identified in the MAC. The Government will notify the Contractor in writing via DA Form 2407 for the reimbursement required.

H.5.6 Warranty Reimbursement. The Contractor shall remit payment by the 15th day of each month for all warrantable claims by the Government for reimbursement which were received by the Contractor in the previous month. Payment shall be sent to PM, MTV (Attn: Business Management), with checks made payable to "The Treasurer of the United States". A list identifying the user's warranty claim number, date of claim, amount of each claim broken out by parts and labor, and contract number under which each claim arose will be maintained by the Contractor. A copy of the list marked with the identifying check numbers shall be provided to the ACO concurrent with

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payment.

H.5.7 Contractor Rights and Remedies. The Contractor has the right to inspect parts found to be defective under the Hand-Off, Material and Workmanship, and Pass-Through vehicle warranties at the fielding or using unit location. The Contractor will be allowed to take possession of failed parts following their replacement upon request. All such parts for which the Contractor takes into possession will be identified by the Contractor with all the information necessary to later identify the vehicle from which the part was removed and the associated mileage at time of removal. All freight charges for the requested return of defective/failed parts released to the Field Service Representative or otherwise disposed of are the responsibility of the Contractor.

The Contractor will be allowed to inspect defective supplies under the Systemic warranty to the extent possible. Because of the nature of a systemic defect, all individual defective parts may not be available. The Contractor will be provided with all documentation used to determine that a defect is considered systemic upon written request to the PCO. The Contractor shall inform the Government of any testing, study or inspection findings of returned warranty parts upon Government request. The above described inspection rights do not relieve the Contractor of its obligation to initiate the warranty replacement/repair action when notified by the Government of a warranty claim. In the event that the Contractor determines that the defective supplies are not warrantable, it shall immediately notify the PCO and provide detailed rationale supporting its position.

H.5.8 Warranty Data-Base. The Contractor shall develop and maintain a warranty database accessible to the Government's Warranty Coordinator and other designated Government representatives. The Government representatives shall have read-only capability for this data base and possess the capability to access information for reporting purposes. The Contractor shall update the database within 5 working days of completion of a repair. The data base shall, as a minimum, contain the following: Vehicle Serial Number, Vehicle NSN, Model Number, NSN/PN of Replaced Part(s), Nomenclature of Replaced Parts, Cost of Repair Part(s), Unit Complete Address, Repair Completion Date and denied claims. The Contractor shall submit a Warranty Data Base Report in accordance with CDRL A034.

H.5.9 Disputes. Disputes arising under this clause shall be resolved per the Disputes clause of this contract.

H.6 Essentiality/Materiality of Delivery Schedule. For purposes of the Performance-Based Payments clause, FAR 52.232-32, the vehicle and data delivery schedule is a material requirement of this contract. The Government may reduce or suspend payments in the event the Contractor becomes delinquent in deliveries or where it is evident that delivery will not be timely because of the Contractor's failure to make progress.

H.7 Government Furnished Property/Equipment/Information

H.7.1 Pursuant to the Government Property Clause in Section I of the contract, the Government shall furnish the following Government property, equipment and/or information under this contract F.O.B. Contractor's location, for use in the performance of this contract.

H.7.1.1 DA Form 2408-9 entitled "Equipment Control Records" and DA Form 1970 entitled "Equipment Utilization Record" will be furnished in quantities to meet each vehicle delivery under this contract, the first form will be delivered at least thirty (30) days before shipment of the first production vehicle. The DD Form 2408-9 is to be completed in accordance with the instructions at Section C.2.6.4. The Contractor shall promptly notify the PCO and ACO when less than a 90 day supply of these forms are on hand.

H.7.1.2 The Government will provide the Vehicle Weight Classification Sign Kit(s) as referenced in Paragraph 3.3.2.1 of the FMTV System Specification for installation on the vehicles. The Contractor shall promptly notify the Government PCO and ACO when the quantity of kits falls below what is required to meet the next 90 days of production.

H.7.1.3 The Government will provide the following GFE :

Nomenclature	NSN	Quantity	Delivery
1) Machine Gun Ring Mount Installation Kit*	1005-01-381-5431	4 kits	120 DAC
2) LMTV Van Heater Kit*	2990-01-456-0719	1 kit	120 DAC
3) LMTV Van A/C Kit*	4130-01-456-0718	1 kit	120 DAC
4) 200 Amp Alternator Kit*	6115-01-432-2684	1 kit	120 DAC
5) Phase I MTV Cargo w/MHE		1 ea	60 DAC

* For Contractor installation on PVT vehicles as described in section C.2.5.3

H.7.1.4 The Government will provide one (1) Phase I MTV Cargo w/MHE as stated above to the Contractor within 60 days after contract award. The Contractor will upgrade the vehicle and ship to White Sands Missile Range (WSMR) for EMI Testing in accordance with C.2.5.3.3.

H.7.2 In addition to the Government Furnished Property described above, the Government reserves the right to furnish to the Contractor other items of Government property or increase the quantity of property specified. The Contractor shall promptly take such

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action as the Contracting Officer may direct with respect to such additional property.

H.8 Payment for Data Items. Payment for Program Year data items will not be separately priced and is included in the cost for Program Support for each Program Year. In the event the Contractor does not deliver any or all of the data required by the contract, the Government may withhold or suspend Performance-Based Payments until the delinquent data is delivered. Data Item(s) more than 120 days delinquent shall result in up to 10% withhold (at the discretion of the ACO) of the total amount paid for Program Support in the applicable program year until the delinquent data is delivered; unless otherwise agreed to in writing by the ACO.

H.9 Options. The following is a summary of the option requirements available under this contract:

- 1) Vehicles (H.9.1.1 (Fixed Price), H.9.1.5 (Fixed Price) and H.9.1.6 (Ceiling Priced Options))
 - Program Year 1 - 100% of PY1 base vehicle quantity
 - Program Year 2 - 100% of PY2 base vehicle quantity
 - Program Year 3 - 100% of PY3 base vehicle quantity
 - Program Year 4 - 100% of PY4 base vehicle quantity
 - Program Year 5 - 100% of PY5 base vehicle quantity

Kits - Arctic Kits (H.9.1.7)

- 2) Alternate Paint Requirement - (i.e. tan, green, or sand) (H.9.2)

- 3) Application of Corrosion Prevention Compound (CPC) (H.9.3)

- 4) Testing - (H.9.4)
 - Cold Regions Arctic Testing
 - Mobility/WES (ERDC)
 - Accelerated Corrosion Test
 - Follow-on Production Testing
 - PY2
 - PY3
 - PY4
 - PY5
 - First Article Test - Load Handling System
 - First Article Test - HIMARS Chassis/HIMARS RSV
 - Limited User Test -Load Handling System

- 5) New Equipment Training - LUT (H.9.5)
 - MTV LHS
 - MTV LHS Trailer

- 6) System Technical Support (STS) & Maintenance Technical Representative (MTR) (H.9.6)

STS - PY1	75,000 manhours
MTR - OCONUS - Year 1	1,200 mandays
MTR - CONUS - Year 1	3,120 mandays
STS - PY2	100,000 manhours
MTR - OCONUS- Year 2	1,200 mandays
MTR - CONUS - Year 2	3,120 mandays
STS - PY3	100,000 manhours
MTR - OCONUS - Year 3	1,200 mandays
MTR - CONUS - Year 3	3,120 mandays
STS - PY4	100,000 manhours
MTR - OCONUS - Year 4	1,200 mandays
MTR - CONUS - Year 4	3,120 mandays
STS - PY5	100,000 manhours
MTR - OCONUS - Year 5	1,200 mandays
MTR - CONUS - Year 5	3,120 mandays

H.9.1 Option to Increase Vehicle Quantities for all Program Years (PY) 1 through 5.

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H.9.1.1 The Government reserves the right to unilaterally exercise up to a 100% option for the quantities under each program year regardless of model mix as follows:

<u>Prog Yr</u>	<u>Quantity</u>	<u>Option Period</u>
1	100% of PY1 base vehicle quantity	within 12 months after PY 1 award
2	100% of PY2 base vehicle quantity	within 12 months after PY 2 award
3	100% of PY3 base vehicle quantity	within 12 months after PY 3 award
4	100% of PY4 base vehicle quantity	within 12 months after PY 4 award
5	100% of PY5 base vehicle quantity	within 12 months after PY 5 award

The Government reserves the right to exercise options for all vehicle models including those models in the basic program years, as well as the models identified in H.9.1.5 and H.9.1.6. The options for each year may include any mix and quantities of these models although the total option exercised for each year shall not exceed 100% of the program year quantity of vehicles.

H.9.1.2 The Government has the unilateral right to exercise options and may exercise the options in one (1) or more increments in accordance with this provision.

H.9.1.3 The options may be exercised within 12 months after Program Year award as indicated above.

H.9.1.4 Deliveries of the vehicle(s) added by the exercise of option shall not result in any breaks in the monthly production. Deliveries shall commence no later than 12 months after the exercise of each option and shall be completed within 24 months of the option exercise.

H.9.1.5 Firm Fixed Price Options for Vehicles Not in Base Quantity. The Government reserves the right to unilaterally exercise options for the following vehicles that are not in the base quantity within 12 months of each program year call-up. The vehicles will be priced on a fixed price basis and the Government may exercise the options in one (1) or more increments for the following vehicles:

<u>Model</u>	<u>Nomenclature</u>
M1079A1	Truck, Van LMTV w/winch
M1080A1	Truck, Chassis LMTV
M1084A1	Truck, Cargo, MTV, w/MHE (HIMARS RSV)
M1085A1	Truck, Cargo, LWB, w/winch
M1092A1	Truck, Chassis MTV
M1096A1	Truck, Chassis MTV LWB

If the Government exercises an option for these vehicles, the Government shall also exercise an option for Program Support IAW C.2. Program Support shall be priced on a fixed price per vehicle basis if additional effort is required for these mdoels above the basic contract C.2 effort.

H.9.1.6 Ceiling Priced Options. The Government reserves the right to exercise options in each program year for the following vehicles on a ceiling priced basis, subject to downward price negotiation, and may exercise the options in one (1) or more increments in accordance with this provision:

XM1140	Chassis, HIMARS Launcher
TBD	Truck, Load Handling System (LHS), MTV
TBD	Trailer, LHS, MTV

The Contractor shall submit a cost proposal to definitize vehicle prices within 90 days after exercise of the option for these models. If the Government exercises an option for these vehicles, the Government shall also exercise an option for Program Support IAW C.2. Program Support shall be priced on a fixed price per vehicle basis if additional effort is required for these models above the basic C.2 effort.

H.9.1.7 Option Clause for Arctic Kits. The Government reserves the right to unilaterally exercise options, on a fixed price basis, for installation of Arctic Kits and may exercise the options in one (1) or more increments. The Government shall exercise the option for Arctic Kits concurrent with each program year call-up or exercise of vehicle option or individually within the appropriate PY the option is exercised. For example, if these items are called up in PY3, we will use the PY3 prices.

H.9.2 Option to Purchase Vehicles with Alternate Paint Requirement.

H.9.2.1 The Government reserves the right to unilaterally exercise an option for vehicles painted either tan color 686A (Chip number 33446, Fed Std 595), green color 383 (Chip number 34094, Fed Std 595), or sand color (Chip 30372, Fed Std 595), in lieu of the camouflage pattern, at the prices set forth in Section B and adjusted upward or downward for the painting as specified therein. The Government shall exercise this alternate paint option concurrent with program year call-up or exercise of vehicle option.

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H.9.2.2 The Government reserves the right to unilaterally exercise an option for camouflage painted vehicles overpainted with tan color 686A (Chip 33446, Fed Std 595) or tan painted vehicles overpainted with 3 color camouflage pattern. The overpaint shall be in accordance with Attachment 20. The Government shall exercise the overpaint option at least 60 days prior to contract schedule delivery.

H.9.3 Option Clause - Application of Corrosion Prevention Compound (CPC). The Government reserves the rights to unilaterally exercise an option, on an incremental basis, for the Contractor to apply corrosion inhibiting compound that is compatible with the TACOM-tested and approved CPC to vehicles that the Government designates for shipment to OCONUS destinations (Korea, Hawaii, Alaska, etc.). The CPC will be applied in accordance with the Scope of Work in Attachment 16 and shall be applied prior to vehicle shipment. The Government will exercise this option at least 60 days in advance of the contract schedule delivery date. However, the Government reserves the right to exercise an option for CPC application on vehicles which remain on the Contractors premises after acceptance, provided notification is made by contract modification, not later than 30 days prior to shipment.

H.9.4 Optional Testing.

H.9.4.1 Option for Cold Regions Arctic Testing - The Government reserves the right to unilaterally exercise an option for Contractor support of Cold Regions Arctic Testing. Up to 3 trucks and up to 1 trailer from production may be subjected to Arctic environmental testing. The Government shall have the right to exercise this option for a period extending to the end of the vehicle delivery period of PY1. Vehicles shall be delivered at Contractor expense to Ft. Greeley, Alaska 90 days after the option has been exercised. The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7, TIR/FACAR and Test Vehicle Modification IAW C.2.5.9 and C.2.5.10 if this option is exercised. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The test will last approximately 120 days. The Contractor is responsible to correct test deficiencies, as specified in C.2.5.8.

H.9.4.2 Option for Mobility/Waterways Experimentation Station (WES) Testing. - The Government reserves the right to unilaterally exercise an option for Contractor support of Mobility Testing. Up to 2 trucks and up to 1 trailer from production may be subjected to Mobility Testing. The Government shall have the right to exercise this option for a period extending to the end of the vehicle delivery period of PY1. Vehicles shall be delivered at Contractor expense to U.S. Army Engineer Research and Development Center (ERDC), Waterways Experimentation Station (WES), Vicksburg, Mississippi 120 days after the option has been exercised. The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7, TIR/FACAR and Test Vehicle Modification IAW C.2.5.9 and C.2.5.10 if this option is exercised. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The test will last approximately 120 days. The Mobility Test will consist of but not be limited to:

- a. Single Vehicle Cone Index (VCI)
- b. Vehicle Dimensions and other Characteristics (including traction and motion resistance) necessary for North Atlantic Treaty Organization (NATO) Reference Mobility Model.
- c. Ride Dynamics and Shock tests
- d. Passenger and Driver Acceleration Data for Human Vibration Limits

Based on the mobility results and measured vehicle characteristics, the NATO Reference Mobility Model predictions will be made using both the European and Mid-East scenarios. Tests will be conducted at all Central Tire Inflation System (CTIS) settings. The Contractor is responsible to correct test deficiencies, as specified in C.2.5.8.

H.9.4.3 Option for Accelerated Corrosion Test (ACT). The Government reserves the right to unilaterally exercise an option for Contractor support of an ACT. 1 truck from each production may be subjected to ACT in PY2, PY3, PY4 and PY5. The Government shall have the right to exercise this option for a period extending to the end of the vehicle delivery period of each PY. Vehicles shall be delivered to Aberdeen Test Center (ATC) 90 days after the option has been exercised. The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7, TIR/FACAR and Test Vehicle Modification IAW C.2.5.9 and C.2.5.10 if this option is exercised. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The test will last approximately 360 days. The Contractor is responsible to correct test deficiencies, as specified in C.2.5.8.

H.9.4.4 Option for Follow-on Production Testing (FPT).

H.9.4.4.1 The Government reserves the right to unilaterally exercise options for Contractor support of up to 2 FPTs to be performed per PY2, PY3, PY4 and PY5. Up to 4 trucks and up to 1 trailer from production may be subjected to FPT each PY (excluding PY1). The Government shall have the right to exercise this option for a period extending to the end of the vehicle delivery period of each PY (excluding PY1). PY2 and PY4 vehicles shall be delivered to Yuma Proving Grounds and PY3 and PY5 vehicles shall be delivered to ATC 90 days after the option has been exercised. The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7 TIR/FACAR and Test Vehicle Modification IAW C.2.5.9 and C.2.5.10 if this option is exercised. The test will last approximately 150 days.

H.9.4.4.2 If this option is exercised, the FPT shall be conducted in accordance with ATPD 2131C, Attachment 1, to verify the quality

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and performance of continuing production vehicles are consistent with the approved First Article Test vehicles. Such testing shall consist of 10,000 miles per test vehicle for approximately 150 days duration. The Government shall select vehicles for FPT. In the event of vehicle test deficiencies, the Government reserves the right to retest the vehicle(s) upon correction of defects by the Contractor to the extent necessary to successfully meet test requirements. This additional testing and support shall be conducted at the Contractor's expense.

H.9.4.4.3 FPT Test Deficiencies. Failure of FPT vehicles during test shall be cause for the rejection of those vehicles and any vehicles produced subsequent to the selection of the FPT vehicles, including all vehicles since the previous FPT selection, or in the case of the first FPT, since PVT completion. Any deficiency found during, or as a result of, these tests shall be evidence that all vehicles not yet accepted are similarly deficient. The vehicles will remain rejected until evidence satisfactory to the ACO has been furnished by the Contractor that they are not similarly deficient and evidence that corrective action has been taken place to eliminate the deficiency. Such deficiencies on all vehicles shall be corrected by the Contractor at no cost to the Government, including the cost of any additional testing and support that may be required.

H.9.4.4.4 Requirements Applicable To FPT Vehicles Option

a. Test vehicles, representative of production, shall be delivered to the Government test sites, YPG or ATC, as directed. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor.

b. Under no circumstances shall any test vehicle be shipped from the Contractor's facility to the test sites until:

(1) A complete inspection has been performed on each vehicle by a Government team consisting of a formally designated representative of the ACO or a designated TACOM representative.

(2) All deficiencies disclosed by this Government inspection have been corrected by the Contractor and approved by the Government, as evidenced by the DD Form 250, signed by an authorized Government representative before shipment.

H.9.4.5 Option for First Article Test (FAT)for MTV Load Handling System. The Government reserves the right to unilaterally exercise an option for FAT of the MTV LHS truck and trailer. The LHS truck and trailer FAT shall include FAT requirements specified in C.2.5.1. The Government shall exercise an option for an LHS Truck FAT concurrent with the first LHS Truck option exercise. LHS PVT truck deliveries to ATC shall occur 12 months after LHS Truck FAT exercise of option. At its discretion, the Government shall exercise an option for an LHS Trailer FAT concurrent with the first LHS trailer option exercise. LHS PVT trailer delivery to ATC shall occur 12 months after exercise of Trailer FAT option. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7, TIR/FACAR and Test Vehicle Modification IAW C.2.5.9 and C.2.5.10 if this option is exercised. Test duration will be approximately 7 months. The Contractor is responsible to correct test deficiencies, as specified in C.2.5.8.

MTV LHS PVT TEST VEHICLE REQUIREMENTS

MODEL		QTY	MILEAGE	TEST SITE	TEST TYPE
MXXXX	LHS	2	20,000	ATC	RAM-D
MXXXX	LHS	1	As req	ATC	PERF
MXXXX	LHS Trailer	2	12,000	ATC	RAM-D/PERF

H.9.4.5.1 Option for First Article (FAT) for HIMARS Chassis/HIMARS RSV

The Government reserves the right to unilaterally exercise an option for First Article Test of the XM1140 HIMAR Chassis and HIMARS M1084A1 RSV resupply vehicle which shall consist of First Production Vehicle Inspection (FPVI) IAW C.2.5.2.

H.9.4.6. Option for Limited User Test (LUT) for MTV Load Handling System (LHS) - The Government reserves the right to unilaterally exercise an option for Contractor support of a LHS Truck LUT concurrent with the exercise of the first LHS Truck option. Delivery of vehicles from production is 20 months after the exercise of the LHS Truck LUT option to Ft. Hood. Test duration will be approximately 90 days. At its discretion, the Government shall exercise an option for a LHS Trailer LUT concurrent with the exercise of the first LHS Trailer option. Delivery is 20 months after the exercise of the LHS Trailer LUT option to Ft. Hood. Test duration will be approximately 90 days.

LHS LUT Test Vehicle Requirements

MODEL		QTY	MILEAGE	TEST SITE	TEST TYPE
MXXXX	LHS	2	1,000	Ft. Hood	RAM-D/Perf
MXXXX	LHS Trailer	2	1,000	Ft. Hood	RAM-D

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To support the LUT the following contract clauses shall apply: C.2.5.6 SSP, C.2.5.7 Contractor Test Support, C.2.5.9 TIR/FACAR, C.2.5.10 Test Vehicle Modification. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The Contractor is responsible to correct test deficiencies, as specified in C.2.5.8.

H.9.4.7 Option for Limited User Test (LUT) for MTV Cargo w/winch, MTV Cargo w/MHE, LMTV Cargo w/and w/o winch and MTV Wrecker. The Government reserves the right to unilaterally exercise an option for Contractor support of a LUT for the MTV Cargo, LMTV Cargo and MTV Wrecker during PY1. Length of testing will be approximately 3 months. Test will begin 30 days after completion of PVT for each model. Deliveries from production are specified below.

Vehicle Requirements

MODEL	KITS	QTY	MILEAGE	TEST SITE	TEST TYPE
M1078A1w/winch	a,b,c,e	1	1,000	Ft. Hood	RAM-D/Perf
M1078A1 w/o winch	b	1	1,000	Ft. Hood	RAM-D/Perf
M1083A1w/winch	b,c,g,h,j	1	1,000	Ft. Hood	RAM-D/Perf
M1084A1w/o winch	i,o	1	1,000	Ft. Hood	RAM-D/Perf
M1089A1	e	2	1,000	Ft. Hood	RAM-D/Perf

The Contractor shall provide System Support Packages and Contractor Test Support IAW C.2.5.6 and C.2.5.7, TIR/FACAR and Test Vehicle Modification IAW C.2.5.9. and C.2.5.10. The test vehicles, representative of the production deliveries, shall be furnished to the Government test site. Transportation charges from the Contractor's plant to and from the test sites shall be the sole responsibility of the Contractor. The Contractor is responsible to correct test deficiencies, as specified in C.2.5.8.

H.9.5 Option for New Equipment Training (NET) - Limited User Test (LUT)

H.9.5.1 The Government reserves the right to unilaterally exercise an option during PY1 for Contractor conducted New Equipment Training (NET) in support of Limited User Testing of the following :

MTV LHS
MTV LHS Trailer

H.9.5.2 If this option is exercised, the Contractor shall provide the same level of training and support as was required under C.2.10.7 for the MTV Expansible Van. Concurrent with the exercise of option for LHS production (trucks and/or trailers), the Government shall exercise this option for NET support at the LUT test site.

H.9.6 System Technical Support (STS) Options -

H.9.6.1 Option Program Year 1

H.9.6.1.1 Option for First Year - STS Manhours. The Government reserves the right to exercise an option to add a first year of STS level of effort by up to 75,000 manhours. The Contracting Officer has the right to exercise this option, by a unilateral contract modification within 12 months after contract award. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 75,000 manhours.

H.9.6.1.2 Option for First Year Maintenance Technical Representative (MTR) - OCONUS. The Government reserves the right to exercise an option to add a first year of OCONUS MTR level of effort by up to 1200 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 14 months after contract award.. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1200 mandays.

H.9.6.1.3 Option for First Year Maintenance Technical Representative (MTR) - CONUS. The Government reserves the right to exercise an option to add a first year of CONUS MTR level of effort by up to 3120 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 14 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 3120 mandays.

H.9.6.2 Option for Program Year 2

H.9.6.2.1 Option for Second Year of STS Manhours. The Government reserves the right to exercise an option to add a second year of STS level of effort by up to 100,000 manhours. The Contracting Officer has the right to exercise this option, by a unilateral contract modification within 24 months after contract award. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 100,000 manhours.

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H.9.6.2.2 Option for Second Year MTR - OCONUS. The Government reserves the right to exercise an option to add a second year of OCONUS MTR level of effort by up to 1200 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 26 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1200 mandays.

H.9.6.2.3 Option for Second Year MTR - CONUS. The Government reserves the right to exercise an option to add a second year of CONUS MTR level of effort by up to 3120 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 26 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 3120 mandays.

H.9.6.3 Option for Program Year 3

H.9.6.3.1 Option for Third Year of STS Manhours. The Government reserves the right to exercise an option to add a third year of STS level of effort by up to 100,000 manhours. The Contracting Officer has the right to exercise this option, by a unilateral contract modification within 36 months after contract award. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 100,000 manhours.

H.9.6.3.2 Option for Third Year MTR - OCONUS. The Government reserves the right to exercise an option to add a third year of OCONUS MTR level of effort by up to 1200 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 38 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1200 mandays.

H.9.6.3.3 Option for Third Year MTR - CONUS. The Government reserves the right to exercise an option to add a third year of CONUS MTR level of effort by up to 3120 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 38 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 3120 mandays.

H.9.6.4 Option for Program Year 4

H.9.6.4.1 Option for Fourth Year of STS Manhours. The Government reserves the right to exercise an option to add a fourth year of STS level of effort by up to 100,000 manhours. The Contracting Officer has the right to exercise this option, by a unilateral contract modification within 48 months after contract award. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 100,000 manhours.

H.9.6.4.2 Option for Fourth Year MTR - OCONUS. The Government reserves the right to exercise an option to add a fourth year of OCONUS MTR level of effort by up to 1200 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 50 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1200 mandays.

H.9.6.4.3 Option for Fourth Year MTR - CONUS. The Government reserves the right to exercise an option to add a fourth year of OCONUS MTR level of effort by up to 3120 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 50 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 3120 mandays.

H.9.6.5 Option for Program Year 5

H.9.6.5.1 Option for Fifth Year of STS Manhours. The Government reserves the right to exercise an option to add a fifth year of STS level of effort by up to 100,000 manhours. The Contracting Officer has the right to exercise this option, by a unilateral contract modification within 60 months after contract award. This option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 100,000 manhours.

H.9.6.5.2 Option for Fifth Year MTR - OCONUS. The Government reserves the right to exercise an option to add a fifth year of OCONUS MTR level of effort by up to 1200 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 62 months after contract award. This option may be exercised in more than one increment but the total mandays added to the contract by this option shall not exceed 1200 mandays.

H.9.6.5.3 Option for Fifth Year MTR - CONUS. The Government reserves the right to exercise an option to add a fifth year of OCONUS MTR level of effort by up to 3120 mandays. The Contracting Officer has the right to exercise this option by a unilateral contract modification within 62 months after contract award. This option may be exercised in more than increment but the total mandays added to the contract by this option shall not exceed 3120 mandays.

H.10 Vehicle Care and Storage. The Contractor shall perform from the date of manufacture through the date of shipment, exercise and maintenance of the vehicles every thirty days in accordance with the Contractor's storage and maintenance plan approved by the Government under E.9.

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H.11 Limitation of Price and Contractor Obligations

H.11.1 Funds available for performance are described at Paragraph H.12. The amount of funds available at award is not considered sufficient for the performance required for any program year other than the First Program Year. When additional funds are made available to the Contracting Officer for the full requirements of the next succeeding program year, the Contracting Officer shall, not later than the date specified in the Schedule (unless a later date is agreed to), so notify the Contractor in writing. The Contracting Officer shall also modify the amount of funds described in the Schedule as available for contract performance. This procedure shall apply for each successive program year.

H.11.2 The Government is not obligated to the Contractor for any amount over that described in the Schedule as available for contract performance except for cancellation ceiling as listed in H.13.

H.11.3 The Contractor is not obligated to incur costs for the performance required for any program year after the first until written notification is received from the Contracting Officer of an increase in the availability of funds. If so notified, the Contractor's obligation shall increase only to the extent contract performance is required for the additional CLINs for which funds are made available.

H.11.4 If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as specified in Paragraph H.12 plus any funded option requirements and the amount established as the cancellation ceiling. "Work under the contract" in that clause, means the work under program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

H.11.5 Notification to the Contractor of an increase or decrease in the funds available for performance of this contract under another clause, and "Option" or "Changes" clause shall not constitute the notification contemplated by FAR 52.217-2, Cancellation under Multi-Year Contracts (OCT 1997).

H.12 Availability of Funds and Program Year Call Up Criteria

H.12.1 Pursuant to the Special Provision H.11 entitled "Limitation of Price and Contractor Obligation", funds are available for the performance of this contract in the following amount:

First Program Year	\$
Second Program Year	\$
Third Program Year	\$
Fourth Program Year	\$
Fifth Program Year	\$
TOTAL:	\$

H.12.2 Call-up of the Second Program Year is predicated on the Contractors presentation of the initial FPVI vehicles to the Government in accordance with C.2.5.2. If the second PY is called up, the PCO will issue a contract modification for the call-up within 60 days of Contractor presentation of FPVI vehicles. The Government shall have the right to unilaterally call-up the Program Year requirement.

H.12.3 The decision to call-up the Third PY shall be supported by a positive recommendation resulting from an In Process Review (IPR) chaired by the Project Manager, Medium Tactical Vehicles. The IPR shall review the Contractors production progress and PVT 1 performance as defined in C.2.5.3. If the third PY is called up, the PCO will issue a contract modification for the call-up within 60 days after IPR approval. The Government shall have the right to unilaterally call-up the Program Year requirement.

H.12.4 Call-Up of the Fourth Program Year is scheduled to occur NLT 31 Dec 05. If the fourth PY is called up, the PCO will issue a contract modification for the call-up. The Government shall have the right to unilaterally call-up the Program Year requirement.

H.12.5 Call-Up of the Fifth Program Year is scheduled to occur NLT 31 Dec 06. If the fifth PY is called up, the PCO will issue a contract modification for the call-up. The Government shall have the right to unilaterally call-up the Program Year requirement.

H.13 Cancellation Ceilings.

H.13.1 Cancellation Ceilings. Pursuant to this paragraph, the Contractor shall be paid a cancellation charge not to exceed the amounts shown below in the event the program year(s) after the first program year is canceled. All option CLINs are excluded from the cancellation ceiling.

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Program Year(s) Canceled	Dollar Amount
2 through 5	\$
3 through 5	\$
4 through 5	\$
5	\$

See FAR 52.217-2, Cancellation under Multi-Year Contracts (OCT 1997) in full text in this Section I.

H.14 Reimbursement for Federal Retail Excise Tax (FRET) Expenses.

H.14.1 The vehicle contract line item numbers (CLINs) in Section B of this contract will identify the amount of Federal Retail Excise Tax liability that is applicable to that model and represents the unit ceiling amount for any Federal Retail Excise reimbursement. The Federal Retail Excise Tax applicable to each vehicle will not be included in the vehicle CLIN price but will, instead, be included in a separate Federal Retail Excise Tax Reimbursement CLIN. Federal Retail Excise Tax Reimbursement CLINs will reimburse the Contractor the actual amount of Federal Retail Excise Tax paid by the Contractor to the Internal Revenue Service, as evidenced by quarterly retail excise tax returns (Form 720), and subject to the unit ceiling amount for each model.

H.14.2 The Contractor will submit incremental invoices to the Contracting Officer for reimbursement of Federal Retail Excise Tax actually paid to the Internal Revenue Service or deposited for that purpose. The incremental invoice request shall contain a copy of either Federal Tax Deposits (Form 8109-B) and Quarter Tax Return (Form 720) to reconcile deposits made to actual tax liability if reimbursement is requested more frequently than quarterly, or Quarterly Tax Returns only (Form 720) if reimbursement is requested on a quarterly basis. Since the Federal Tax Deposits for excise taxes used in connection with Form 720, as well as the Quarterly Tax Return itself, are for the total excise tax liability paid by the Contractor, without regard to individual Contracts nor distinguishable as military or commercial, the Contractor must provide sufficient supporting data to enable identification of the part of Federal Tax Deposits or Quarterly Tax amounts that are attributable to vehicle models under this contract. Failure to adequately identify those deposits or payments attributable to vehicles delivered under this contract may result in delays in reimbursement with any such delay being the sole responsibility of the Contractor. Reimbursement requests shall be submitted no less frequently than on a quarterly basis. All reimbursement requests shall be submitted to the Contracting Officer no later than 10 days after the due date for the submission of deposits or the due date for submission of Quarterly returns. Concurrent with the submittal of incremental invoices for reimbursement, and in addition to the supporting data required above, the Contractor shall submit a report indicating the total number of vehicles sold during the period, the number of total number of vehicles sold under this contract and the total number of vehicles exported during the period. Vehicles sold under this contract shall also be identified by: (1) CLIN, (2) Quantity, (3) Vehicle Serial Number, (4) Document Number, (5) Gross Vehicle Weight, (6) Destination, and (7) Amount of Federal Retail Excise Tax paid or deposited for that vehicle.

H.14.3 In the event that the Government reimburses the Contractor for Federal Retail Excise Tax on a vehicle that was initially shipped to a CONUS destination but which vehicle is subsequently exported within 6 months of the date of final acceptance, the Contractor agrees, consistent with the Federal, State and Local Taxes clause, to pursue a refund from the Internal Revenue Service, if tax has been paid, or refund the tax amounts, if not paid or if only included in a periodic deposit, within 30 days of receipt of such refund (in the case of taxes paid) or notice of export (in the case of funds not paid or only included in a periodic deposit). The Government shall provide the required certification for Proof of Export to the Contractor to support such request for refund or return of taxes not yet paid.

H.14.4 In the event that the parties disagree on the amount of refund for Federal Retail Excise Tax, the issue shall be resolved through the Disputes Clause.

H.15 Department of Defense Activity Address Code. The Department of Defense Activity Address Code (DODAAC) for use under this contract is TBD.

H.16 No-cost Incorporation of Government-directed Engineering Change Proposals, and Contractor Generated Changes.

H.16.1 Any Contractor generated changes incorporated into the contract shall be at no additional cost to the Government, except as stated in Section C.2.1.1. In addition, those approved ECPs applicable to all supplies to be delivered under this contract for which the estimate provided by the Contractor or the final negotiated amount, if applicable, reflects a reduction in value to the Government of \$10,000 or less shall be incorporated at no cost to either party.

H.16.2 The approved Government directed Engineering Changes (exclusive of VECs) applicable to supplies to be delivered under this contract for which the estimate provided by the Contractor or the final negotiated amount applicable to the current and all following multi-year vehicle quantities, if applicable, reflects a total +/- \$10,000 or less shall be incorporated at no cost to either party. All

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Contractor estimates shall be subject to validation by the PCO before the no-cost agreement is implemented. After validation, the PCO has the right to incorporate the engineering change by means of a unilateral modification to the contract.

H.16.3 The Contractor shall provide data and analysis satisfactory to the PCO demonstrating reduction in work performed and/or reduction in value to the Government at the time the ECP are submitted for approval. Failure by the Contractor to provide adequate evidence supporting its no-cost analysis for changes shall be cause for disapproval of these requests.

H.17 IMPACTS OF LATE/DEFICIENT FIELDING SUPPORT DATA.

If the technical data specified to be delivered under this contract, to include the system support package needed for fielding (TMs/IETM, provisioning, LMI, training, etc.), is not delivered within the time specified by this contract, or is deficient upon delivery, the Contracting Officer may until such data is accepted by the Government, defer acceptance of any trucks, and also withhold payment to the Contractor of a portion of the total contract price. Payment shall not be withheld when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without fault or negligence of the Contractor.

H.18 Data Communications Submitted to the Government Electronically.

The Government often employs Contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

H.19 Unique Spare Parts.

Attachment 41 identifies the Contractor unique spare parts, delivery lead times, and associated prices available for purchase during FY2005, FY2006, and FY2007. The Contractor agrees to sell to any Government agency the unique FMTV A1 CR spare parts listed in Attachment 41 at prices no higher and delivery lead times no longer than specified therein, provided that orders are placed in the fiscal years specified above. There is no minimum or maximum quantity of each spare part that the Government is required to purchase. The Government may purchase the spare parts through credit card purchases, purchase orders or contract.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS	OCT/2000
I-27	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-35	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-37	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-38	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-39	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-40	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-41	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-42	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-44	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-45	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-46	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-47	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-48	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-49	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984

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I-50	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-51	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.	APR/1998
I-52	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-53	52.232-1	PAYMENTS	APR/1984
I-54	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-55	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-56	52.232-11	EXTRAS	APR/1984
I-57	52.232-17	INTEREST	JUN/1996
I-58	52.232-20	LIMITATION OF COST	APR/1984
I-59	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-60	52.232-25	PROMPT PAYMENT	FEB/2002
I-61	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-63	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-64	52.233-1	DISPUTES	DEC/1998
I-65	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-66	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-67	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-68	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-69	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-70	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-71	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-72	52.242-13	BANKRUPTCY	JUL/1995
I-73	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-74	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-75	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dated April 1984)	AUG/1987
I-76	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-77	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-78	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-79	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
I-80	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-81	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-82	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-83	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-84	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-85	52.248-1	VALUE ENGINEERING	FEB/2000
I-86	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-87	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-88	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-89	52.249-14	EXCUSABLE DELAYS	APR/1984
I-90	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-91	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-92	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-93	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-94	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-95	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-96	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-97	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996

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I-98	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-99	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-100	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-101	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-102	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-103	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-104	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-105	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-106	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-107	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-108	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-109	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-110	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-111	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-112	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-113	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-114	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-115	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-116	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-117	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-118	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and

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price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel 97.

[End of Clause]

I-119 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ZERO or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-120 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of the Republic of Korea, or from which the Contractor or any subcontractor under this contract is exempt under the laws of the Republic of Korea, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of

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the United States as the Contracting Officer directs.
(End of clause)

I-121 52.208-8 HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (JUN JUN/1997
1997)

(a) Definitions. Bureau helium distributor means a private helium distributor which has established and maintains eligibility to distribute helium purchased from the Bureau of Mines, as specified in 30 CFR 602. Bureau of Mines, as used in this clause, means the Department of the Interior, Bureau of Mines, Helium Field Operations, located at 801 south Fillmore Street, Amarillo, TX 79101-3545. Helium requirement forecast means an estimate by the Contractor or subcontractor of the amount of helium required for performance of the contract or subcontract. Major helium requirement means a helium requirement during a calendar month of 5,000 or more standard cubic feed (measured at 14.7 pound per square inch absolute pressure and 70 degrees Farenheit temperature), including liquid helium gas or equivalent. In any month in which the major requirement threshold is met, all helium purchased during that month is considered part of the major helium requirement.

(b) Requirements

- (1) Helium Requirement Forecast. The Contractor shall provide to the Contracting Officer a helium requirement forecast, point of contact, and telephone number within ten days of award.
- (2) Sources of Helium. Except for helium acquired by the Contractor before the award of this contract, and to the extent that supplies are readily available, the Contractor shall purchase all major requirements of helium from--
 - (i) The Department of the Interior's Bureau of Mines:
 - (ii) A Bureau helium distributor (a copy of the "List by Shipping Points of Private Distributors Eligible to Sell Helium to Federal Agencies" may be obtained from the Bureau of Mines); or
 - (iii) A General Services Administration Federal Supply Schedule contract, if use is authorized by the Contracting Officer (see Subpart 51.1);
- (3) Promptly upon award of any subcontract or order that involves a major helium requirement, the Contractor shall provide to the Bureau of Mines, and to the Contracting Officer, written notification that includes:
 - (i) The prime contract number;
 - (ii) The name, address and telephone number of the subcontractor, including a point of contact; and
 - (iii) A copy of the subcontractor's helium requirement forecast.

(c) Subcontracts.

- (1) The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves furnishing of a major helium requirement.
- (2) When a subcontract involves a major helium requirement, the following statement shall be included: Helium furnished under this contract or order shall be helium that has been purchased from the Bureau of Mines, or a a listed Bureau helium distributor.

[End of clause]

I-122 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

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Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Clause]

I-123 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS OCT/1997

(a) Cancellation, as used in this clause, means that the Government is canceling its requirements for all items in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur, by the date or within the time period specified in the Schedule, (unless a later date is agreed to) if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent year or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the DEFAULT clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only (1) costs (i) incurred by the prime contractor and/or subcontractor, (ii) reasonably necessary for performance of the contract, and (iii) that would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and (2) a reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT clause of this contract. The Contractor shall submit the claim promptly but not later than 1 year from the date (1) of notification of nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all items to be furnished under the multiyear requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized by the unit price solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. Useful commercial life means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an OPTION clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in the price for option quantities any costs of a startup or nonrecurring nature, that have been fully set forth in the contract. The Contractor further agrees that the prices offered for option quantities will reflect only those recurring costs, and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the OPTION clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

I-124 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

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(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

- [] Offer elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.

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(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-126 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

[End of Clause]

I-127 52.243-2 CHANGES -- COST REIMBURSEMENT AUG/1987

The full text of this clause is located at FAR 52.243-2. The first sentence of paragraph c reads: "The contractor must assert its right to an adjustment under this clause within thirty days from the date of receipt of the written order".

I-128 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-129 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-130 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and

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complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-131 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-132 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
 - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or

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(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-133 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I.1 ORDER OF PRECEDENCE (FAR 52.215-8 DEVIATION).

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule
- (b) Representations and other instructions
- (c) Contract Clauses
- (d) The Specifications
- (e) Other documents, Exhibits, and Attachments.

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*** END OF NARRATIVE I 001 ***

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	14-AUG-2002		
Exhibit B	DATA ITEM DESCRIPTIONS	15-AUG-2002		
Attachment 001	FMTV A1 CR ATPD 2131C SYSTEM DESCRIPTION	13-AUG-2002		
Attachment 002	FMTV A1 TDP	01-MAY-2002		
Attachment 003	FMTV A1 TDP DEVIATIONS AND ECPS	01-MAY-2002		
Attachment 004	CAMOUFLAGE PAINT DRAWINGS	01-MAY-2002		
Attachment 005	DRAFT 3 DIMENSIONAL TECHNICAL DATA MODELING INTERIM OPERATING PROCEDURE FOR PM-MTV (REV B)	10-APR-2002		
Attachment 006	INSTRUCTIONS FOR PREPARING ECP FORMS (DD FORMS 1692 THROUGH 1692/4)	08-AUG-2002		
Attachment 007	INSTRUCTIONS FOR PREPARATION OF REQUEST FOR DEVIATION (DD FORM 1694)	08-AUG-2002		
Attachment 008	INSTRUCTIONS FOR PREPARATION AND SUBMITTAL OF CONTRACTOR EFFECTIVITY VERIFICATION	01-MAY-2002		
Attachment 009	ACCELERATED CORROSION/DURABILITY TEST PROCEDURE (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 010	TEST INCIDENT REPORT/FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT DATA	01-MAY-2002		
Attachment 011	FAILURE DEFINITION & SCORING CRITERIA FOR FMTV	01-FEB-2002		
Attachment 012	DRAFT CONTRACTOR COST DATA REPORT (CCDR) PLAN	12-AUG-2002		
Attachment 013	DRAFT FMTV WORK BREAKDOWN STRUCTURE (WBS) DICTIONARY	12-AUG-2002		
Attachment 014	LOGISTICS MANAGEMENT INFORMATION DATA PROCEDURE	11-NOV-1996		
Attachment 015	DATA PRODUCT CHECKLIST	01-MAY-2002		
Attachment 016	SCOPE OF WORK FOR THE APPLICATION OF CARWELL RUST INHIBITOR - T32	01-MAY-2002		
Attachment 017	CARWELL RUST INHIBITOR T-32 CHARACTERISTICS	01-AUG-1999		
Attachment 018	CONTRACTOR PROPOSED CHANGES (TO BE SUBMITTED BY OFFEROR WITH PROPOSAL)			
Attachment 019	INSTRUCTIONS FOR THE PREPARATION OF AN ENGINEERING RELEASE RECORD (ERR) UTILIZING DD FORMS 2617 AND 2617C	01-MAY-2002		
Attachment 020	FMTV OVERPAINT CRITERIA	01-MAY-2002		
Attachment 021	FMTV A1 CR PHASE II LIFE CYCLE COST (LCC) ANALYSIS MODEL	07-AUG-2002		
Attachment 022	FMTV A1 CR PHASE II LIFE CYCLE COST EVALUATION GUIDELINES	07-AUG-2002		
Attachment 023	DELIVERY SCHEDULE	13-AUG-2002		
Attachment 024	DRAFT SAMPLE SIMULATION COMPUTING RESOURCES AGREEMENT (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	25-APR-2002		
Attachment 025	FMTV CR US GOVERNMENT M&S EVALUATION DATA REQUIREMENTS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 026	FMTV CR WHEELED VEHICLE DATA PACKAGE FOR DYNAMIC M&S (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 027	NRMM DATA SHEETS	01-MAY-2002		
Attachment 028	FMTV CR SOLID MODEL REQUIREMENTS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 029	PAYLOADS/STRUCTURES/TRANSPORTABILITY STRESS ANALYSIS SUPPORTING RATIONALE REPORTS GUIDELINES (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 030	U.S. ARMY TACOM PROPULSION SYSTEM PERFORMANCE SIMULATION DATA SHEET (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 031	EXAMPLE: M&S MATRIX FOR MAJOR SUBSYSTEMS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 032	FMTV A1 NRMM DATA ON CARGO TRUCKS, WRECKER, TRACTOR AND M871 A2/3 TRAILERS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 033	FMTV A1 DADS DATA ON CARGO TRUCKS, WRECKER AND M871 A2/3 TRAILERS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 034	FMTV A1 PROPULSION SYSTEM PERFORMANCE DATA (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-2002		
Attachment 035	MATRIX OF RFP SECTIONS L & M (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	26-JUL-2002		
Attachment 036	TECHNICAL - SYSTEM PERFORMANCE MATRIX	25-JUL-2002		

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<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 037	BASIC REQUIREMENT CLIN PRICES (TO BE FILLED IN AND SUBMITTED WITH PROPOSAL)	09-AUG-2002		
Attachment 038	OPTION PRICES (TO BE FILLED IN AND SUBMITTED WITH PROPOSAL)	13-AUG-2002		
Attachment 039	SOLID MODELS FOR THE M1078A1, M1083A1 (W/WINCH)	07-JUN-2002		
Attachment 040	TECHNICAL DATA REVIEW CHANGE PROPOSAL (C.1.2.4)(SUBMITTED BY OFFEROR WITH PROPOSAL)			
Attachment 041	UNIQUE SPARES PRICING (SUBMITTED BY OFFEROR WITH PROPOSAL)			
Attachment 042	FMTV A1 CR CONFIGURATION MATRIX (C.1.2)	29-JUL-2002		
Attachment 043	EMBEDDED DIAGNOSTICS FUNCTION LIST	06-AUG-2002		
Attachment 044	FMTV A1 CURB AND GROSS VEHICLE WEIGHTS			

J.1 All attachments listed above will be part of the contract except for: 9, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

*** END OF NARRATIVE J 001 ***

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is -2- .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [] is, [] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

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Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 [] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS--(ALTERNATES I AND II dated MAY/2001 OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is -2- .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or

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service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

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(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

[] Black American.

[] Hispanic American.

[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

[End of Provision]

K-6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have

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not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-7 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APR/1991

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

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- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other: _____
- (f) Common parent.
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name: _____
- TIN: _____

[End of Provision]

K-9 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

[End of Provision]

K-10 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

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K-11 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-12 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) [] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

[] has
[] has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Name of Offeror or Contractor:

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-13	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- [] intends
- [] does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[End of Provision]

K-14	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that--

- (a) It [] has
- [] has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

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Name of Offeror or Contractor:

- (b) It ☐ has
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

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K-17

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

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- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
- ☐ no

[End of Provision]

K-18	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
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(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

<u>Qualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin</u>
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_____	_____	_____
_____	_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Nonqualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-19 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

[] Yes
[] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[] Yes
[] No

(2) Has the duty on such foreign supplies been paid?

[] Yes
[] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-20 252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM MAR/1998
CERTIFICATE

(a) Definitions. "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that

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there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that-

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

- (i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

- (ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

- (iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

- (iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

- (v) The Offeror certifies that the following supplies quality as NAFTA country end products:

(insert line item number)

(insert country of origin)

- (vi) The following supplies are other nondesignated country end products.

(insert line item number)

(insert country of origin)

[End of Provision]

K-21

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-22 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-23 52.211-4035 PHOSPHATE COATING PROCEDURE APPROVAL JAN/1988
(TACOM)

(a) Please note that the contract technical data package incorporates MIL-DTL-16232G, a military specification that requires Governmental review and approval of the phosphate coating procedures to be used by the Contractor. Such approval must precede the start of production.

(b) In consequence, if you have not obtained TACOM approval of your phosphate coating procedures, or if you have not obtained TACOM approval of the exact procedure that you will use if awarded this contract, you must be prepared to submit and gain approval of your proposed procedure before you initiate performance on any contract awarded as a result of this solicitation. (Where approval is required, the Contractor shall provide two copies of the required documents through the cognizant Administrative Contracting Officer (ACO) for his or her initial review and evaluation to the attention of the buyer, US Army TACOM (address and office symbol are given on the face of this contract). Be sure to cite the contract number on all coating procedures being submitted for TACOM review.)

(c) If you have previously received TACOM review and approval of the same coating procedures you will use if awarded this contract, then that previous approval may be construed as meeting the requirements in MIL-DTL-16232G for preproduction approval. The Government reserves the right to require an updated approval if substantial time has passed since the last approval, or if we have encountered or suspect quality problems stemming from noncompliance with specification coating requirements. You will be notified by the Administrative or Procuring Contracting Officer after award if an updated approval of your coating procedures will be required.

(d) If you HAVE NOT received TACOM approval of your phosphate coating procedures, so indicate by checkmarking the following representation:

[] This company has no record of having received TACOM approval of our proposed phosphate coating procedures, as described in MIL-DTL-16232G. If awarded a contract resulting from this solicitation, we will secure the required approval before beginning production, at no additional cost to the Government, and at no extension in delivery schedule.

(e) If you HAVE received a previous TACOM approval of your proposed phosphate coating procedures, so indicate by completing all parts of the following certification:

(1) TACOM review and approval of our phosphate coating procedures was last obtained on

(date)_____, for contract _____.

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We further represent that phosphate coating as required for that contract:

[] was performed in-house, in our production facility.

[] was performed out-of-house, by the _____ company, address as follows:
_____.

- (2) This company represents that if awarded a contract resulting from this solicitation, we
- [] will
- [] will not

use exactly the same coating procedures (including, if applicable, the same subcontractor as indicated in paragraph (1) immediately above) as those for which we have received TACOM approval as indicated above.

[End of Provision]

K-24 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

- (b) The Government requires a minimum acceptance period of sixty (60) calendar days.
- (c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

- (d) An offer allowing less than the Government's minimum acceptance period may be rejected.
- [End of Provision]

K-25 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-26 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

Name of Offeror or Contractor:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [] have
- [] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

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Name of Offeror or Contractor:

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [] have
[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-27 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
(TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K.

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Name of Offeror or Contractor:

subcontractors.

[End of Provision]

K-28

52.232-4004
(TACOM)

UNIQUE PAYMENT SITE

OCT/1996

THIS PROVISION IS OBSOLETE.

K-29

52.245-4004
(TACOM)

REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE

JAN/1991

The offeror represents that there:

- ☐ is
- ☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- ☐ will
- ☐ will not
- ☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

K-30

52.245-4004
ALT I

CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND
EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there

☐ is

☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- ☐ will
- ☐ will not
- ☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a)

Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation),

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offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$_____ \$_____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

K-31	52.247-4010	TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS (SYSTEMS PROCUREMENT)	OCT/1996
	(TACOM)		

(a) Offers in response to F.O.B. origin solicitations allow for delivery F.O.B. carrier's equipment, wharf or freight station, at our option. On deliveries made F.O.B. origin, we will ship the contract items using that mode of common carrier and the type and size of equipment that produces the lowest overall transportation cost.

(b) Since F.O.B. origin shipment can be made using several different sizes and types of common carrier's equipment, YOU MUST SUBMIT, as part of any F.O.B. origin offer, these transportation characteristics of your item(s), on the chart contained in paragraph (e) of this provision:

- (1) dimensions and weight of each contract unit of supply;
- (2) F.O.B. point and name of carrier;
- (3) type and size of carrier's equipment;
- (4) maximum number of contract units that will be loaded on each type and size of carrier's equipment;
- (5) any additional loading charge, expressed on a per-unit basis, for loading contract units on the different types and sizes of carrier's equipment you're describing (as used here, loading means loading, blocking, bracing, drayage, switching and all other services necessary to obtain acceptance from the carrier for shipment F.O.B. carrier's equipment); and
- (6) any charge in addition to the unit prices to be paid the offeror for delivery F.O.B. wharf. Such charge shall be expressed on a per-unit basis.

(c) Preparation of TRANSPORTATION CHARACTERISTICS Chart in paragraph (e).

- (1) Your offer must contain complete information, as listed in paragraph (b) above, in connection with those modes, types and sizes of common carrier's equipment available to you. You are not required to submit transportation characteristics for any modes, types or sizes of common carrier's equipment that don't apply or aren't available.
- (2) If you don't list or identify a separate loading charge, it is agreed and understood that your contract price includes all charges for such loading.
- (3) You may offer any line item(s) described in the solicitation, prepared for shipment in a manner consistent with the specifications in this solicitation that will reduce cubic dimensions--such as removal of external protrusions (except bumpers), with stowage of same in the vehicle so as to prevent pilferage, loss or damage in transit. In this event, please use the reduced dimensions when filling out subpart 1 of paragraph (e) below.
- (4) When applicable carrier's tariffs include services, either in the freight rate or as an extra charge for preparing

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vehicles for the methods of shipment, we will consider such provisions in the freight evaluation if we know about them.

(5) We will use the transportation characteristics supplied by you for the following purposes:

A. In evaluating offers to determine which will produce the lowest overall cost to us, to acquire and deliver the supplies to the destination(s) specified in the Schedule. Therefore, we urge you to consider all modes and methods of transportation that are available for this commodity.

B. For use at the time of shipment in selecting, without further price adjustment, the mode, type and size of common carrier's equipment to be used.

(d) Agreement.

(1) After contract award, we will have the right to issue instructions to the contractor, directing shipment in accordance with those transportation characteristics stated in its offeror in its offer. If delivered supplies exceed the transportation characteristics (dimensions and weight per unit) that were identified in the successful offer, we will reduce the contract price by an amount equal to the difference between the transportation costs computed for evaluation purposes using the dimensions and per-unit weight given in the offer, and the transportation costs that should have been used for evaluation purposes based on correct shipping data.

(2) If we issue instructions in accordance with the transportation characteristics stated by the contractor in its offer (for example - rail, type and size of carrier's equipment, and number of units to be loaded) but the contractor is unable to comply with those transportation characteristics, we have the right to issue amended instructions using any other offered transportation characteristics. If, as a result of such amended instructions, our transportation costs exceed what would have resulted from use of our original transportation instructions, the Contractor shall be liable for such increased cost and the contract price shall be reduced by said amount. However, when nonavailability of the offered type and size of carrier's equipment is beyond the control and without the fault or negligence of the Contractor, the Contractor shall not be liable for these increased costs.

(3) All Contractor invoices for payment against items for which loading charges were offered must attach a copy of the Government Bill of Lading (GBL) as proof of mode of shipment and identify on the invoice the amount billed for loading charges. If an item is shipped-in-place, the Contractor cannot bill for loading charges until actual shipment has taken place.

(4) In the event maximum loading charges are included in the Acceptance Appendix attached to this acquisition at the time of contract award, such charges, after contract deliveries are completed, shall be subject to adjustment to reflect actual loading charges incurred by the Contractor, by way of a unilateral contract modification being issued by the Government.

(e) TRANSPORTATION CHARACTERISTICS FOR F.O.B. ORIGIN OFFERS (to be filled in by offeror):

1. DIMENSIONS AND WEIGHT PER UNIT

ITEM(S)	_____	_____	_____	_____	_____
LENGTH	_____	_____	_____	_____	_____
WIDTH	_____	_____	_____	_____	_____
HEIGHT	_____	_____	_____	_____	_____
SHPG WT	_____	_____	_____	_____	_____

CAUTION: A bidder's failure to furnish the dimensions and shipping weight may render its bid nonresponsive, unless the Contracting Officer determines that the lack of such data would clearly not affect the standing of the bid. You also are cautioned to conform to any dimensional limitations which may be specified in the solicitation.

2. OFFERED MODES OF TRANSPORTATION (Fill in all Applicable and Available Modes)

NOTE: State Maximum Loading Per Mode

:	:	RAIL - State Car Sizes and Item Qty for each Offered Mode	:	:	:
:	F.O.B. Point(s)	:	Number of Units & Size of Car	:	MOTOR : WATER :
:	Plant &	Carrier	TT o/t	Conv	TTX : Bi- : Tri- : TOFC : S : C : S : F : 3- : T : H : PORT :
:	Item(s)	At Plant	Plant	:	Level : Level : : D : D : M : M : WAY : L : H : CITY :
:	:	:	:	:	:
:	:	:	:	:	:
:	:	Loading Charge	:	:	:
:	:	Per Item	:	:	:

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(f) Explanation of Abbreviations and Terms in Above Chart:

TERM	EXPLANATION	
Plant & Items		For
each item, state city and state where inspection and acceptance are offered		
Carrier at Plant		Sta
te Name of Carrier located at Plant		
TTo/t Plant	Team track other than plant (state City and State)	
Conv	Standard car (open or closed)	
TTX	All cars designated class FC in Official Railway Equipment Register	
TOFC	Trailer on Flat Car. Piggy-back Railcars with fixed fifth wheel pedestal. (List the per trailer carloading costs separately for shipments of two trailers per car or shipments of multiple quantities (mounted) and indicate the number of trailers per load. (Multiple load requirement only applies when the characteristics of the trailer permit mounting.))	
SD	Single drive or a single trailer via tow-away	
CD	Towbar mode	
SM	Saddlemount	
FM	Full mount on two trailers tow-away with one trailer decked on the towed unit	
TL	Truckload	
HH	Heavy Hauler	
Port City	Each offeror has the option to designate a Port City (see the provision EVALUATION OF EXPORT OFFERS, elsewhere in this solicitation). Inspection and acceptance shall be made F.O.B. Origin.	

[End of Provision]

K-32	52.247-4011	F.O.B. POINT	SEP/1978
	(TACOM)		

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
 (City) (State) (ZIP) (County)

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(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-6	BRAND NAME OR EQUAL	AUG/1999
L-3	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	MAY/2001
L-7	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	MAY/2001
L-8	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALT. I dated October 1997)	MAY/2001
L-9	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-10	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-11	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-12	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ````(ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities simlae to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before

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award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media: in Microsoft Excel 97 on CD-ROM.

[End of Provision]

L-13 52.216-1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a combination of a Firm-Fixed-Price, Cost-Plus-Fixed-Fee and Cost contract resulting from this solicitation.

(End of provision)

L-14 52.232-18 AVAILABILITY OF FUNDS APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-15 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command	or	HQ, Army Materiel Command
ATTN: AMSTA-AQ, Protest Coordinator		Office of Command Counsel
Warren, MI 48397-5000		ATTN: AMCCC-PL
		5001 Eisenhower Avenue
		Alexandria, VA 22333-0001
		Facsimile number (703) 617-5680/617-4999
		Voice number (703) 617-8176

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-16 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000

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(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

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-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-17 52.209-4008 CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL APR/1986
(TACOM)

We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

L-18 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

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(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-19	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
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For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

L-20	52.211-4060 (TACOM)	NOTICE CONCERNING MIL-PRF-2104G LUBRICANTS	OCT/1997
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(a) Offeror's attention is directed to the fact that specification MIL-PRF-2104G is incorporated by reference in this contract. The specification covers lubricants, including 15W40 multiweight lubricant, that may be utilized in vehicles purchased and used by the Government, together with the types of applications and the temperature ranges in which each lubricant properly can be used.

(b) The Government reserves the right to use any lubricating oil identified in MIL-PRF-2104G as allowable for the application and ambient temperature conditions that exist where the vehicles to be supplied under this contract are fielded. Further, the Government expects that such usage will be without effect on the warranty set forth in Section 4 of the contract.

[End of Provision]

L-21	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	SEP/1999
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(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-CM-CDD
East 11 Mile Road
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by

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taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

[End of Provision]

L-22 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

L-23 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-24 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost,

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technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-25 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

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www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L-26	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-27	52.246-4038 (TACOM)	OFFEROR'S STATISTICAL PROCESS CONTROL (SPC) PROGRAM	APR/1994
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(a) This solicitation will result in a contract that will require the contractor to use a statistical process control (SPC) program to ensure the quality of the contract items. The minimum requirements for the contractor's SPC program are described in this solicitation, in the clause entitled STATISTICAL PROCESS CONTROL.

(b) To allow us to analyze your SPC program, you must furnish a description of your program as part of your proposal in response to this solicitation.

(c) Your SPC program description must be complete enough to show that your program has all the features required in Section E of this solicitation. Note that if some of the features of your program are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response, rather than restating information from them. If your SPC program is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your program description. You need not physically attach a copy of a textbook to your offer.

(d) If you already described your SPC program as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy or simply identify the number of the previous solicitation. (Note, however, that each SPC program description includes a discussion of which features of the contract item you will control using SPC techniques. Since this discussion differs from item to item, remember that each time you send us an SPC program description, part of the discussion has to be specific to the item you're offering. This means that even if you sent us a description of your SPC program two months ago, simply sending us a copy or referring to the copy of that description won't be enough--unless the older solicitation was for the same item you're offering us now.)

(e) If you don't provide us a complete description of your SPC program, or if the description you do send doesn't show all the

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required features listed in Section E of this solicitation, your proposal may be ineligible for award.

[End of Provision]

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L.1 Proposal Instructions and Content.

L.1.1 Proposal Submission. The proposal shall be submitted in the formats and quantities set forth below. Section M sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard). All proposals shall be in US dollars. In preparing proposals, the Offeror shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section M. Where a proposal would become duplicative of a response already given, it shall reference by paragraph number and not restate the same information within that volume. Each section of the proposal shall be separable to facilitate review by the Government. Offers shall be submitted in the following types and quantities:

Volume Number	Title	Paper Copies	Electronic Copies
1	Executive Summary	12	3
2	Life Cycle Cost Area	6	5
3	Contract Price Area	4	4*
4	Technical/Logistics Area	6	5
5	Past Performance/Small Business Participation Area	3	3
6	Production Capability Area	3	3
7	Proposed Terms and Conditions	4	3

* One electronic copy of Volume 3 shall be provided to the Offeror's cognizant DCAA Office (4 total).

Thirty days prior to the Phase II proposal submission, the Offeror is required to provide a Forward Pricing Rate submission/proposal including the volume of business associated with this solicitation to the cognizant DCMC office.

L.1.2 Proposal Evaluation. The Offeror's proposal/offer as required by this Section shall be evaluated, as set forth in Section M of this Solicitation. The Government may use non-Government consultants to assist in evaluation of proposals submitted under this solicitation. Offerors will be advised in advance of any Government plans to utilize non-Government consultants. If access to any proprietary material from an Offeror's proposal needs to be provided to a non-Government consultant, the Offeror's specific approval to provide such access must be received before access may be provided so as to comply with 18USC1905.

L.1.3 Electronic Offers.

- L.1.3.1 Offerors must submit an electronic offer along with their paper copies, and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:
- (i) Files using these Microsoft 97 Office Products (TACOM can currently read Office 97 and lower): Word, Excel, PowerPoint or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
 - ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
 - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.
 - (iv) Other electronic formats. Before preparing the offer in any other electronic format, the Offeror shall e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of the offer. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files.

L.1.3.2 Acceptable Media. The Offeror must submit the electronic copies of the offer via 650 MEGABYTE CD ROM. Offerors shall label

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any and all submitted disks with the solicitation number and closing date, and the Offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1, found within the provision "Instructions to Offerors-Competitive Acquisition", listed in Section L.

L.1.3.3 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition", listed in Section L of this solicitation.

L.1.3.4 Security Note. If the Offeror chooses to password protect access to the offer, the Offeror must provide the Password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

L.1.3.5 Electronic Offers must include, as a minimum:

a. The SF33 "Solicitation, Offer and Award" filled out. SIGNATURE: The SF33 must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph L.1.3.2 above, adding the name and title of the signer authorizing the Offeror's company, company name, and then sign the LABEL itself.

b. All applicable fill-in provisions from Sections A, B, F and K of this solicitation. The Offeror may find Word versions of Section K provisions requiring the Offeror fill-in on the TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). The Offeror can fill them in and attach them to the offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point Origin, TACOM Clause 52.246-4028. All applicable fill-ins must be completed and submitted by the Offeror.

c. A statement of agreement to all the terms, conditions and provisions of this solicitation.

d. Any other information required by the solicitation.

e. A Subcontracting Plan IAW FAR 52.219-9 "Small Business Subcontracting Plan".

L.1.3.6 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

L.1.3.7 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.3.6. above.

L.1.3.8 Electronic Proposal Volumes. Each volume of an electronic copy of the proposal shall be submitted on a separate disk (see "acceptable Media above.) The volumes/disks shall be: 1) Executive Summary, 2) Life Cycle Cost Area, 3) Contract Price, 4) Technical/Logistics Area, 5) Past Performance/Small Business, 6) Production Capability Area and 7) Proposed Terms and Conditions. The proposal text shall be no smaller than 12 point font. Charts supporting the proposal shall use a font size no smaller than 10 point font. Each page shall be numbered and an index shall be provided with each section of each volume with references to page numbers. Each volume shall be separable and able to stand alone for evaluation purposes. For the Contract Price Volume, spreadsheets should be in Excel or Excel readable format.

L.1.3.9 Paper Copies. Paper copies of each separate volume shall be provided, clearly labeled and in a separate binder. The paper copy shall be identical to the electronic proposal submission. Each page shall identify the appropriate volume/folder and be numbered. With the exception of drawings, paper pages shall be on standard 8.5" x 11" paper except for single foldout pages (up to 17" x 11" allowed). An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted in electronic format. Specific formats and media of supporting data should be checked with the Government prior to submission to insure compatibility. IN THE EVENT OF A DIFFERENCE, THE PAPER VERSION SHALL TAKE PRECEDENCE OVER THE ELECTRONIC VERSION OF THE OFFER.

L.1.3.10 SPECIAL INSTRUCTIONS FOR PROPOSAL DELIVERY: Due to new security regulations, the Offeror is required to schedule a drop off time of their proposal with Ms. Denise Mika or Mr. Jim Victor in order to have the packages go through security for proper screening of the boxes. This time is subject to the Late Proposal Clause in Section L of this solicitation.

L.1.3.11 Any unsolicited proposals will not be considered in this procurement.

L.2 Proposal Volumes.

L.2.1 Contractor Proposed Changes (Attachment 18). Volumes 1, 2 and 4 of the proposal (Executive Summary, LCC Area, Technical/Logistics Area) represent the Contractor Proposed Changes.

L.2.2 Volume 1 - Executive Summary (Subpart A of Attachment 18). This volume is subdivided into three sections: 1) Engineering Change Proposal Matrix, 2) System Impact of Proposed Changes, and 3) Engineering Change Proposal Forms. Information included in the

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Executive Summary will be used as applicable in all evaluation areas. The Offeror shall provide a summary of all their proposed changes to the Government FMTV A1 baseline configuration (IAW L.2.2.2.1) that they wish to incorporate in their Contractor's baseline configuration continuing with the same ECP numbering methodology including continuing initial numbers and revision numbers as was done under the Phase I contract. All changes to a Contractor proposed ECP introduced or proposed during Phase I which were not formally incorporated into the previously submitted ECP shall be rolled into the next revision number and submitted with the Phase II proposal. For example, if the Contractor's ECP going into test is at Revision 1 and 2 TWADs were authorized during Phase I testing, these changes will be captured in Revision 2 and submitted with the Phase II proposal. If a Contractor previously withdrew an ECP or decides to withdraw an ECP, it should also be annotated on the list. Any new ECPs resulting from Government directed changes shall be given a new number in sequence with the previously submitted ECPs. Attachment 18, Contractor Proposed Changes, contains an outline for this volume, which is summarized below.

NOTE: To the extent permitted under DFARS 252.227-7013, DFARS 252.227-7014 or DFARS 252.227-7015, the Government shall have unlimited rights to the ECPs submitted in the Contractor's Phase II proposal IAW Clause C.8 of the Phase I contract.

L.2.2.1 Section 1 - Engineering Change Proposal (ECP) Matrix. The Offeror shall supply an ECP matrix, which provides a listing of all the proposed ECPs by unique identification number, the title of the change, and references to the Government FMTV A1 CR Production Configuration (C.1.2.2).

L.2.2.2 Section 2 - System Impact of Proposed Changes. Within this section, the Offeror must address the net system performance differences of their vehicle configuration as compared to the Government FMTV A1 baseline configuration. The discussion should be of a general nature, identifying and describing the sub-system changes and performance. The Offeror shall also supply a written matrix for the system and the major subsystems (example in Attachment 36) to serve as a thumbnail sketch of where the Offeror addresses various changes in the proposal.

L.2.2.2.1 The Contractor may only propose changes as a result of the situations in C.1.2.3. The Offeror shall provide supporting rationale to justify their decision for any of the situations in the referenced paragraph. Attachment 36 contains a list of all of the performance parameters divided into three bands with technical requirements identified as either "met " or "not met". The Contractor is required to address in their proposal all of the "not mets" from the Phase I testing as listed in Attachment 36 (sent under separate cover and marked "Source Selection Sensitive, See FAR 3.104). Also in their proposal, the Contractor is required to address items in Attachment 36 when changes introduced by the Contractor affect an otherwise successfully performed banded requirement. The Offeror is required to submit with the Phase II proposal a preliminary list updated with any deficiencies noted from the TDP dated 1 May 2002. This is to include a final listing of the discrepancies found in the original Government baseline TDP IAW H.4 of the Phase I contract (C.1.2.4). Upon contract award, this list will become Attachment 40.

L.2.2.2.2 The Contractor shall submit supporting documentation and rationale to support their position for any changes as listed above. This includes the withdrawal of Contractor proposed Phase I ECPs.

L.2.2.3 Section 3 - Engineering Change Proposal Forms. This section contains all of the proposed ECPs without supporting documentation. Instructions for completion of the ECP forms are found in Section C.2.2.2 of this solicitation. This section should provide a concise summary of the proposed ECP, but shall be of sufficient quality and substance to fully describe the change and its impacts on part and system level and overall impact on the vehicle to meet the requirements listed in Section C. The description shall also include a general discussion of the rationale, assumptions and design methodology used in preparing the ECP. Block 40i (Life Cycle Costs) of DD Form 1692 is to be left blank for all ECP forms provided in Section 3 of the Offeror's proposal. Also, the dollar amount for each ECP is not applicable for the Phase II proposal submission. (This amount will be included in your overall Contract Price.)

L.3 Volume 2 - Life Cycle Cost (LCC) Area (Subpart B of Attachment 18). This volume provides all of the required supporting documentation for Life Cycle Costs. For this solicitation, the LCC includes the total contract price for base vehicle quantities, all non-option non-hardware CLINs (except for System Technical Support (STS)), and the Operating and Support (O&S) impact of each proposed change to the FMTV A1 baseline configuration (as determined by the Government from Phase I test results). The LCC is the cost incurred during the total life (including the estimated 20-year operating life for each vehicle), from project initiation through termination. For each proposed change to the FMTV A1 baseline, the Offeror shall provide the following information listed below. The Government will use this information in determining appropriate inputs into a life cycle cost model (Attachment 21) for use in proposal evaluation as described in Section M.7.2.4.

- a. Configuration change identification number from Block 8d of the ECP (Attachment 6).
- b. Spares Crosswalk. For every part contained in an Offerors proposed ECP, the corresponding baseline part shall be identified. For both the proposed change and its corresponding baseline part, a brief description (nomenclature), the quantity and unit of measure per vehicle by model, the part number, and the National Stock Number (if available) shall be provided. The proposed change part number should be the same one used in the list of proposed spares prices required by L.4.3.5 for the Offerors Unique Spare Parts Pricing (if applicable). If a part in a proposed ECP does not have a corresponding part in the baseline configuration, that fact shall be clearly shown in the crosswalk. Conversely, if a proposed ECP eliminates a part from the baseline configuration with no corresponding replacement part, that fact shall be clearly presented in the crosswalk. If a part applies to only the with winch version or to only the without winch version of a vehicle model, that fact shall be unambiguously displayed in the crosswalk. If an Offeror submits a revised Phase II ECP, it should be clearly noted in the crosswalk which parts of the ECP have been added, deleted, or

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modified.

c. Overlapping Parts List. To help avoid double counting, the Offeror shall identify any overlap of parts among the ECPs. The Offeror shall identify any cases that exhibit the same instance of a particular part, i.e. where two or more ECPs involve a single occurrence of a particular part. The list of overlapping parts shall include the part number, the nomenclature, and the ECPs for which there is a common instance of the part. The list should not include parts or any additional ECPs in which the same part number occurs but which represent separate physical occurrences of the hardware item.

L.4 Volume 3- Contract Price Area. The Contract Price volume includes the cost/price for all items, including priced options.

L.4.1 The Contract Price volume shall include data to support the realism and reasonableness of the proposed amounts. The evaluation of realism and reasonableness seeks to determine whether the proposed amounts accurately reflect the estimated price for the Offeror's specific technical approach. The most important aspects of the contract price proposal shall include the following:

a. The proposed price to the Government must reflect the use of prudent judgement and sound business practice. Sound business practice includes compliance with governing regulations about estimating and accounting for costs.

b. The Contract Price Volume must also be consistent with the Offeror's Life Cycle Cost (LCC) and Technical/Logistics Volumes. The consistency between the Offeror's LCC, Contract Price and Technical/Logistics volumes reflects on the Offeror's understanding of the work required and on the Offeror's ability to perform the effort required by the scope of work for the amount proposed. Any significant inconsistency, if unexplained, raises a fundamental question as to the Offeror's inherent understanding of the work required and as to their ability to perform the contract.

L.4.2 Proposal Structure. The instructions that follow are not intended to be all-inclusive. Offerors may submit any other price and financial information they consider to be helpful in the evaluation of the price proposal. The Government will use many resources in the evaluation of the price proposal. The Government reserves the right to request more detailed information. In addition to the spreadsheets requested below, the Offeror shall fill in the Government provided Excel summary spreadsheets found in Attachments 37 and 38. The filled in Excel spreadsheets shall contain all of the Offerors prices, including options. Prices and quantities that are specified in Section B must match the summary spreadsheets.

L.4.2.1 Printed Submission. The Offeror's name, solicitation number, and date of the submission shall appear on each page of each table in the Contract Price Volume. If a table requires more than one page, each page of the table shall include the column and row titles. All prices shall be stated in U.S. dollars only, including costs for the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the Offeror shall state the exchange rate being used to convert this currency to U.S. dollars.

L.4.2.2 Electronic Submission. As described in Section L.1.3.1 all spreadsheets must be in Microsoft Excel 97 format and include all formulae, macro and format information. Print image is not acceptable. In addition, should any Government provided spreadsheet(s) be included in this solicitation, do not alter the structure of such spreadsheet(s) other than to fill in the required data (except as later directed by the Government).

L.4.2.3 Contingencies/Adjustments. The Offeror shall identify the nature and amount of any contingencies or any upward/downward adjustments and the rationale for the adjustment.

L.4.3. Production Contract Items

L.4.3.1 FFP Multi-year Production Quantity. (Attachment 37) The Offeror shall submit one level unit price for Program Year (PY) 1 through PY5 for all basic quantities of vehicle production (a separate price for each model). Provide a spreadsheet for each FMTV model, (or CLIN item) showing the level unit price extended by total multiyear quantity for the categories as described in L.4.5.1 Direct Labor through L.4.5.10 Nonrecurring Cost below. For models that include the requirement of with and without a winch, a separate spreadsheet showing the same detail for the additional winch cost for each model will suffice. The cancellation ceiling clause at H. 13 applies and must be filled in by the Offeror.

L.4.3.1.1 FFP Options. (Attachment 38, H.9.) Option quantities/items do not need to be level priced across program years. For FFP options that are not level priced, provide a separate spreadsheet for each vehicle/option by PY for the categories as described in L.4.5.1 Direct Labor through L.4.5.9 Warranty below. For level priced FFP options, provide one separate spreadsheet for each vehicle/option.

L.4.3.2 FFP Program Support (reference C.2 along with Attachment 37). Provide a separate spreadsheet for each of the following Program Support categories: Pre-Production (see L.4.4.1); Production Effort (see L.4.4.2); and Program Management (see L.4.4.3) for each PY. Include items in L.4.5.1 Direct Labor through L.4.5. 7 Profit below in the spreadsheet along with the basis of estimates for all direct costs. In addition, provide the dollar amount proposed for each item in L.4.4.2 a. through g. and the basis of estimate for each item by model and PY.

L.4.3.3 Ceiling Price Option Efforts. (reference H.9.1.6, Attachment 38) Provide a spreadsheet for each FMTV model showing the

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proposed ceiling unit price extended by Government provided estimated option quantities for the categories as described in L.4.6.1 through L.4.6.10 below. If these items are not level priced, provide a spreadsheet for each PY. Provide a separate narrative describing the basis of estimate for all direct costs.

L.4.3.4 Cost Reimbursement, System Technical Support (STS) and Option Hours/Mandays. For the STS Attachment 37, review Section C.3 and H.9.6 of the solicitation and develop composite hourly and manday rates for each separate Program Year. For evaluation purposes, the Offeror may compute a composite hourly rate based on 30% logistics, 30% engineering, 20% quality and 20% configuration management. Provide spreadsheets for each PY including the items described in L.4.7 spreadsheet requirements. If the Offeror proposes a different labor mix, provide rationale for Government review. Upon contract award, the Government will issue work directives based on the estimated composite hourly rate.

L.4.3.5 Unique Spare Parts Pricing. For those parts from the Contractor Proposed ECPs that are not contained in the DOD supply system, the Offeror shall provide a list of part numbers, item nomenclature, proposed prices and delivery lead time. Prices shall be based upon for one base year and 2 option years. For each part, the Offeror shall provide three unit prices: one for the base year and one for each option year. Each price is to be based on the Offerors estimate of the quantity of spares required to support a fleet of FMTV trucks and trailers for one year. Assume a fleet size of 250 trucks and 50 trailers for the base year, 1,500 trucks/700 trailers for the first option year, and 3,500 trucks/2000 trailers for the second option year. For each year, assume that the trucks are equally divided between LMTVs and MTVs and that the trailers are 75% LMTVs and 25% MTVs. The Offeror shall provide the annual spare part quantity used in developing each price. The prices should reflect a projected ordering period of FY05 for the base year, FY06 for the first option year and FY07 for the second option year. The part number and item nomenclature should match those provided in the Spares Crosswalk required in L.3.b. (Life Cycle Cost Area). Disclose how the prices were developed. The Offeror agrees to sell the identified parts at the proposed prices to any Government agency in accordance with special clause H.19.

L.4.4 Program Support Categories

L.4.4.1 Pre-Production

- Pre-production Engineering Proposals (PPEPs)
- Test ECPS

L.4.4.2 Production Effort

- ECP/RFW/RFD/VECP Requirements - (Contractor generated)- No cost if implementation does not exceed \$10,000

- Value Engineering

- Government Testing Requirements

- a. First Production Vehicle Inspection (FPVI)
- b. Production Verification Testing (PVT)
- c. Component First Article Tests (CFAT)
- d. System Support Package (SSP)
- e. New Equipment Training
- f. PVT Training
- g. I&KPT

- Vehicle Tracking Report

- The Army Maintenance Management System (TAMMS) Equipment Control Records

- Integrated Logistics Support (ILS) Management in Support of Contractor Generated ECPs, to include: Logistics Management Information (LMI), Provisioning, Publications Revision, Vehicle Refurbishment, Army Oil Analysis Program (AOAP) Report Update, Logistic Demonstration, System Support Package

- Training Instructor and Key Personnel (I&KP) Training

L.4.4.3 Program Management

- Meeting/IPT Requirements - agendas, minutes
- CDRLs and Data Item Descriptions (DIDs)
- Cost Related Reports
 - a. Contractor Cost Data Reporting Requirements (CCDR)
 - b. Cost Reports for Cost Reimbursable CLINs
- Configuration Management Plan
- Life Cycle Management Initiatives
- Maintainability Initiative

L.4.5 For FFP Multi-year Production Quantity (L.4.3.1), FFP Options (L.4.3.1.1), and FFP Program Support (L.4.3.2) spreadsheets include:

L.4.5.1 Direct Labor. Total direct labor hours and dollar value, by unit and cost extended to total quantity.

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L.4.5.2 Direct Material. Total direct material by unit and extended price. Provide a link to a separate bill of material spreadsheet for items >\$500 per vehicle (or non-vehicle option). Include description, vendor name, part number, quantity and unit of measure (per vehicle), price per item and extended per vehicle, basis of price (quote, purchase order, estimate, etc.)

L.4.5.3 Other Direct Costs (ODCs). Provide total ODCs by unit and extended cost .

L.4.5.4 Major Subcontractor (>\$5,000,000 by model excluding options). Provide same data as for the Prime Offeror (excludes commercial or competitive items).

L.4.5.5 Interdivisional Transfers. Provide same data as for the Prime Offeror (excludes commercial or competitive transfers).

L.4.5.6 Indirect Costs. Total indirect costs per unit and extended cost (including: labor overhead, material overhead, and G&A amount(s)).

L.4.5.7 Profit. Per unit and extended.

L.4.5.8 Federal Retail Excise Tax (FRET) If applicable, per unit and extended._

L.4.5.9 Warranty. If applicable, per unit and extended._

- (1) Hand-off Warranty
- (2) Material & Workmanship Warranty
- (3) Pass-Through Warranties
- (4) Systemic Defect Warranty
- (5) Technical Data Warranty

L.4.5.10 Nonrecurring cost included in L.4.3.1 (Multiyear Production Quantity). The Offeror shall provide a spreadsheet showing the total nonrecurring cost (by categories listed in L.4.5, exclusive of G&A and profit) included in the production vehicle prices and show the amount incurred in each program year. Show how the total nonrecurring costs are included in the individual proposed unit prices. Nonrecurring costs include such costs, where applicable, as plant and equipment relocation or rearrangement, special tooling and special test equipment, preproduction engineering, initial rework, initial spoilage, pilot runs, allocable portions of the costs of facilities to be acquired or established for the conduct of the work, costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force, and unrealized labor learning. Provide the differences of nonrecurring costs versus Offeror proposed by PY cancellation ceiling amounts. Provide rationale for the differences.

L.4.5.10.1 Costs associated with Embedded Diagnostics (C.1.7).

L.4.6 For Ceiling Price Option Effort (L.4.3.3) spreadsheets include:

L.4.6.1 Direct Labor. Direct labor hours and dollar value, by skill level or department, and by unit and cost extended to total quantity.

L.4.6.2 Direct and Indirect Rates reflecting the impact of this proposal

L.4.6.3 Direct Material. Total direct material by unit and extended price. Provide a link to a separate bill of material spreadsheet for items >\$500 per vehicle/unit. Include description, vendor name, part number, quantity and unit of measure (per vehicle), price per item and extended per vehicle, basis of price (quote, purchase order, estimate, etc.)

L.4.6.4 Other Direct Costs (ODCs). Provide total ODCs by unit and extended cost, by major ODC category.

L.4.6.5 Major Subcontractor (>\$500,000) Provide same data as for the Prime Offeror (excludes commercial or competitive items). The \$500,000 covers the total Ceiling Priced effort.

L.4.6.6 Interdivisional Transfers. Provide same data as for the Prime Offeror (excludes commercial or competitive transfers).

L.4.6.7 Indirect Costs. Show application of indirect rates in spreadsheet per unit and extended cost (for example: labor overhead, material overhead, and G&A amount(s)).

L.4.6.8 Profit. Per unit and extended.

L.4.6.9 Federal Retail Excise Tax (FRET). If applicable, per unit and extended.

L.4.6.1 Warranty. If applicable, per unit and extended.

- (1) Hand-off Warranty

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- (2) Material & Workmanship Warranty
- (3) Pass-Through Warranties
- (4) Systemic Defect Warranty
- (5) Technical Data Warranty

L.4.7 For Cost Reimbursement Systems Technical Support (L.4.3.4) 3 separate spreadsheets include:

L.4.7.1 Direct Labor.

L.4.7.1.1 System Technical Support Regular Hours (C.3): Show the composite rate based on the Government provided hours and total dollar amount. Also, provide the calculations showing how the composite rates were computed (show calculation and rates used), including description of the labor skill/departments used.

L.4.7.1.2 System Technical Support Maintenance Technical Representatives (MTR) CONUS (C.3.6): Provide calculations showing how the manday rate was computed. For evaluation purposes, the locations and quantities of the MTR personnel are: 1 Ft. Drum, NY; 1 Ft. Lewis, WA; 2 Ft. Bragg, NC; 2 Ft. Stewart, GA; 1 Ft. Leonard Wood, MO; 2 Ft. Campbell, KY; 1 Ft. Huachuca, AZ; 1 Ft. Carson, CO; 3 Ft. Hood, TX.

L.4.7.1.3 System Technical Support Maintenance Technical Representatives OCONUS (C.3.6): Provide calculations showing how the manday rate was computed. For evaluation purposes, the locations of the MTRs are: 3 in Korea (Tong Du Chon, Pusan, Osan), 1 in Alaska (Ft. Richardson) and 1 in Hawaii (Schofield Barracks).

L.4.7.2 Other Direct Costs (ODCs)/Other Factors. Provide all ODCs and other factors which are automatically calculated, based on the labor categories in your composite rate, as part of your disclosed and/or normal accounting practices.

L.4.7.3 Indirect Costs. Show application of all indirect rates normally applied. Also show the source of the rates which reflect impact of contract award.

L.4.7.4 FCCM. Show application of Facilities Capital Cost of Money rates.

L.4.7.5 Fee. Show fee per direct labor hour.

L.5 Volume 4 - Technical/Logistics Area (Subpart C of Attachment 18). This volume shall be broken into two sub-volumes: 1) Technical System Performance and 2) Logistics.

L.5.1 Element 1: Technical System Performance: In this sub-volume, the Offeror shall submit all pertinent supporting information and data to the proposed ECPs necessary for the risk assessment of the Offeror's demonstrated and/or projected system performance with the requirements of Section C and identified in the vehicle system specification, ATPD 2131C, Attachment 1. Each ECP shall be submitted on a separate disk. Six (6) copies of ECP disks shall be submitted (one copy for each paper copy of Volume 4). For test fixes and Government directed changes that were not tested, the Offeror's technical information shall be used to assess the suitability and technical risk of the Offeror's proposal to meet the requirements of the solicitation. Overall, the Offeror's discussions should demonstrate a comprehensive understanding of truck design methods and concerns that will ensure performance specification compliance. The evaluation criteria used in assessing the Offeror's system performance are defined in Section M.7.2.6. Each band, as identified IAW the ATPD 2131C Requirements Matrix, Attachment 36, was assigned to a relative order of importance element IAW with Section M.7.2.6.

(1) Factor 1 - Band 1

(2) Factor 2 - Band 2

(3) Factor 3 - Band 3

L.5.2 Supporting Data. This section contains all of the Offeror's proposed ECPs IAW C.2.2 with supporting documentation. The Offeror shall fill out the Engineering Change Proposal (ECP) forms (DD Form 1692, Attachment 6) or equivalent Offeror's format for all the proposed changes. If Offeror format is used, it should provide all the information for the changes, with the same block numbers and nomenclature. Instructions for filling out the form are given in Attachment 6. As supporting documentation to the ECP form, the Offeror shall include a Notice of Revision (NOR) form (DD Form 1695, Attachment 6) for each revision covered under the ECP, the revised or new drawings associated with the NOR ("Redlined" revisions to drawings are acceptable.) and 3-D solid models of the proposed ECP. The 3-D solid models shall be in Pro/ENGINEERING (PRO/E) version 2001 format and prepared IAW C.2.1.1.1.4. Other supporting documentation that may be provided at the Offeror's discretion includes:

- a. Sketches
- b. Questionnaires
- c. Technical trade studies
- d. Computer animation (coordinate with the Government on specific formats if different from the modeling and simulation requirements)

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- e. Engineering analysis
- f. Government or commercial test data/certifications
- g. Offeror modeling and simulation results
- h. RAM-D analysis and predictions
- i. Draft Item Performance Specifications (IPS)
- j. Draft Interface Control Documents (ICDs)
- k. Applicable commercial/industry/recognized societies' standards
- l. Specifications
- m. Specification sheets
- n. Commercial literature
- o. Sales brochures
- p. Vehicle/assembly/component characteristics sheets
- q. Compatibility studies with the FMTV A1 fleet
- r. Producibility of all the Offeror parts/changed parts, and system/s
- s. Common Fleet Integration Design Practices including but not limited to:
 - 1) Future upgrades, improvements, and other commercially competitive products that could potentially be inserted into the configuration based on the Offeror's common fleet integration design practices
 - 2) Common commercial standards utilized for the hardware/design
 - 3) Tooling, proprietary process, and proprietary data necessary for producing the item
 - 4) Potential competitive sources for the item
 - 5) Potential access and availability of the item to alternate vendors
 - 6) Types of adapter/interface kits that may be required to adapt alternate hardware to the configuration
 - 7) Potential modification procedures, equipment and facilities necessary to install the Offeror's hardware onto FMTV A1 vehicle
 - 8) Potential future growth opportunities for the hardware/design and ease of retrofit into the Offeror's architecture

t. Analysis of other test criteria that the Government may examine during test so that the Government can fully examine the Offeror's design beyond the testing and modeling/simulation currently described in Section C.

L.5.3 Modeling and Simulation. Modeling and Simulation will be used to both assist the Offeror in preparing a proposal and support the Government's evaluation of the Offeror's proposed ECPs.

L.5.3.1 Modeling and Simulation Input Requirements. The Offeror is required to provide with their proposal PRO/E solid models of their design changes for only the M1078A1 with winch and M1083A1 with winch. PRO/E models shall be prepared IAW C.2.1.1.1.4. All other modeling and simulation data of the proposed M1078 A1 with winch and M1083 A1 with winch, M1088 A1 with winch, and M1089A1 vehicles shall be submitted as part of Volume 4, for evaluation of FMTV A1 requirements listed in the ATPD 2131C, Attachment 1. The items required to support this analysis and the format for the Offerors input are described in Attachments 24 through 34, and shall be submitted with the proposals, whether changes are made or not, for evaluation. All changes shall be highlighted.

L.5.3.2 Optional Modeling and Simulation Development. After RFP release, and prior to proposal submission, the Government will allow the Offerors:

- 1) Up to 3 DADS and NRMM simulation results on Government Computing Resources for the M1078A1 at Gross Vehicle Weight (GVW) and/or Gross Combined Weight (GCW) as defined in the vehicle specification.
- 2) Up to 3 DADS and NRMM simulation results on Government Computing Resources for the M1083A1 at GVW and/or GCW.
- 3) Up to 3 DADS simulation results on Government Computing Resources for the M1088A1 while towing a payloaded and/or non-payloaded M871A2 flatbed trailer.

The Government will provide comparisons of model output versus the performance requirements for trend analysis. The pre-proposal simulation support will consist of the interested bidding contractors submitting their vehicle data sheets (DADS using Attachment 26, NRMM using Attachment 27) to the Government prior to proposal submission. The Government will develop the models with this data. The Government will perform a simulation, similar to that used during the Government's proposal evaluation, and provide the output to the Offeror. This effort will benefit the Government by allowing receipt of the model data ahead of the proposal submission and providing the best use of Government proposal evaluation time to perform analysis and evaluation of the Offerors' configurations against the requirements. The benefit to the Offerors is that they could, using the output of the Government simulations, modify their designs to better meet the system requirements, potentially resulting in the Government acquiring better trucks. In order to take advantage of this Government offering, an Offeror must:

- a. Enter into a Computer Resource Partnering Agreement with the Government similar to that described in Attachment.24.
- b. Provide the data outlined in Attachment 33 for the DADS and Attachment 32 for the NRMM simulation.

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L.5.3.3 Modeling Data Security. The Government will establish partitions between competing Offeror models and data in order to prevent unauthorized dissemination or exchange of any competition sensitive, source-selection, or proprietary information, or for the premature or unilateral release of acquisition-related information. The Government acknowledges that the data provided by the Offerors and the modeling and simulation data results are "Competition Sensitive - Business Confidential" and therefore exempt from the release under the Freedom of Information Act (FOIA).

L.5.4 Hazardous Materials. The Contractor shall review the Government Furnished TDP and their proposed changes and notify the Government in their proposal of any Hazardous Materials used in the performance of this contract. The Contractor's written notification shall identify the part/drawing affected, the prohibited substance and shall recommend alternative environmentally-friendly materials, and shall furnish engineering documentation to substantiate any performance variation between the item made of the prohibited material and the item made of the alternative material. Hazardous Materials notification includes but does not limit itself to cadmium, hexavalent chromium, Class I or Class II ozone-depleting chemicals (ODCs) or other highly toxic or carcinogenic materials in the manufacture or assembly.

L.5.5. Element 2 - Logistics - This sub-volume shall consist of the Offeror's plan for meeting the Phase II Logistics requirements, including option requirements, as outlined below. The plan will include management, organization, staffing, procedures, and scheduling.

- a. ILS Management Support , IAW paragraph C.2.7
- b. Publications Requirements, IAW paragraph C.2.9
- c. Training Requirements, IAW paragraph C.2.10
- d. STS ILS support for Expansible Van, LHS truck and trailer and Government generated ECPs if required by the time of FMTV A1 CR FUE, as well as FMTV A0, FMTV A1, FMTV A1 CR and Special Purpose Kits Logistics Package updates whenever required, IAW paragraph C.3.4., and Publications updates, IAW paragraph C.3.5.
- e. Maintenance Technical Representative Support, IAW paragraph C.3.6.
- f. Embedded Diagnostics, IAW paragraph C.1.7.
- g. Maintainability Initiative, IAW paragraph C.2.13
- h. Field Issue Resolution, IAW C.3.10
- i. The following warranties: Hand Off, Material and Workmanship, Pass-Through, Systemic Defect, and Logistic Data, IAW paragraph H.5.2.

L.6 Volume 5 - Past Performance/Small Business Participation Area. This volume shall be broken into two sub-volumes: 1) Past Performance and 2) Small Business Participation. The specific input required is described below.

L.6.1 Element 1 - Past Performance. Within this sub-volume, the Offeror shall provide information for the Offeror's recent and relevant contracts. NOTE: Offerors are requested to submit Past Performance information required below 30 days prior to the RFP closing date. The basic information submitted may be supplemented up until the closing date of the RFP or any extension of that date. While compliance with this request is not mandatory, it will help the Government expedite the evaluation process once offers have been received. If the Offeror plans to submit an offer but cannot comply with this request, please notify Ms. Denise Mika by e-mail at mikad@taacom.army.mil.

a) Provide information for your recent, relevant contracts, and those of your proposed major or critical subcontractors, including Federal, State and local government and private industry contracts. Recent contracts are those with any performance taking place approximately within three (3) years previous to the date of solicitation issuance. Relevant contracts are those which are similar in scope to the requirements of this solicitation. Commercial contracts may be included. Each past contract does not have to meet all of the requirements below to be considered relevant, but we are especially interested in the following information on contracts you submit in accordance with this Area:

Production of Light, Medium and Heavy Tactical Trucks along with Logistic Support, Configuration Management and System Technical Support for these trucks.

b) Provide the following for each prior Contract (both prime and "significant" subcontractors-"significant" subcontractors are subs, exclusive of raw material or component suppliers, whose total work contribution exceeds 10% of the total proposed price). For each prime or subcontractor contract identified by the Offeror as being recent/relevant to the instant effort, provide the following:

- (1) Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the approach you propose to meet the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation.
- (2) Identify your (and any partners or significant subcontractors) CAGE and DUNS number.
- (3) Government or commercial contracting activity technical representative, address, telephone number, fax number and E-mail address.

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- (4) If a U.S. Government contract, Procuring Contracting Officer and Administrative Contracting Officer name, address, telephone number, fax number and E-mail address. If not a U.S. Government contract, the equivalent information for foreign Government or commercial contracts.
- (5) Contract Number.
- (6) Contract Type.
- (7) Award Price.
- (8) Production Quantities and rate of production.
- (9) Overall dates of contract performance.
- (10) Identification of Customer.
- (11) Final, or projected final, Price.
- (12) Original contract delivery schedule requirements.
- (13) Final, or projected final requirements.
- (14) For any proposed contracts that did not or do not meet the original contract requirements with regard to cost, schedule or technical performance, provide a detailed explanation of the reasons for such shortcomings and any demonstrated corrective actions taken to fix the problem and avoid reoccurrence.
- (15) Provide a brief narrative explanation that describes the objectives achieved to date on each contract. If it is a U.S. Government contract, the Offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the Offeror or partner or significant subcontractor.

L.6.1.1 Cancellations or Terminations. Identify any recent contracts (in the last 3 years) which have been terminated or cancelled for any reason, in whole or in part, to include those currently in the process of termination and those not similar to the proposed effort. Include prime contracts, contracts under which you were a subcontractor and any of your major subcontractors' contracts. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The Contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L.6.1.2 Corporate Entities. If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

L.6.1.3 Key Personnel. If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current solicitation requirement. Also provide similar information to that identified in (L.6.1 (a) (1)-(15)) above, for the recent, relevant contracts of the predecessor company.

L.6.1.4 Predecessor Company. Likewise, if you or a significant subcontractor only have relevant and recent performance history as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in (L.6.1 (a)(1)-(15)) above and the Paragraphs addressing "Cancellations or Terminations" and "Corporate Entities", for those recent, relevant contracts of that predecessor company. We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

L.6.2 Element 2 - Small Business Participation. All Offerors are to identify the extent to which U.S. small business concerns

Name of Offeror or Contractor:

would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

Small business concern participation, for the base year as well as for each program year or option , shall be identified in a table format substantially as follows:

BASE YEAR		
BUSINESS CATEGORY	Dollar Amount (all SubKs)*	Percentage of SB Participation
Total Subcontracting (LB+SB)	\$43M	100%
SB	\$10M	23.25% (\$10M of \$43M)
SDB	\$2.15M	5.00% (\$2.15M of \$43M)
WOSB	\$2.36M	5.50% (\$2.36M of \$43M)
VOSB	\$0.3M	0.69% (\$0.3M of \$43M)
HUBZone SB	\$1.0M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$0.15M	\$0.15M

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime Offeror participation if the prime is a U.S. small business concern.

L.6.2.1. All Offerors are to provide (individually for each base year and for each program year or option) the names of small business concerns who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows:

Base Year			
Name of Small Business Concern	Small Business Classification(s)	Description of Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.6.2.2 Offerors shall also provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms which have never held a contract incorporating FAR 52.219-9 shall so state.

L.7 Volume 6 - Production Capability Area. This volume shall describe the various production methods and systems that the Offeror intends to apply in the performance of the Family of Medium Tactical Vehicles production contract which address the requirements contained in C.1.2.5 of the RFP.

L.7.1 Manufacturing Plan. The Offeror shall provide a detailed production facility layout drawing that identifies the progressive physical flow of hardware within the Offeror's proposed production site. The layout shall detail the flow process from the point of material receipt and storage, through component assembly, causeway assembly, paint, test, prep and ship. The layout shall also detail the critical path for producing the Family of Medium Tactical Vehicles. The Offeror shall also describe any in-house manufacturing that is planned to support the Family of Medium Tactical Vehicles production. The Offeror's layout shall identify the location of all required production equipment and ancillary support equipment (forklifts, cranes, etc.) which are required to support the proposed production approach. If a Manufacturing Requirements Planning (MRP) or Manufacturing Resource Planning (MRP II) system or software program will be used during production, the Offeror shall provide a detailed description of how it operates, its expected effect(s) on production, and how the use of that system or software program will ensure timely delivery in accordance with the master schedule for the Family of Medium Tactical Vehicles. Additionally, the Offeror shall provide production capacity data for the proposed production site. This capacity data needs to address all other production programs that are planned or anticipated (Government and commercial) for the full 5 years that the FMTV will be in production. The Offerors should identify any FMTV models that have production capacity constraints, what the constraints are and what the maximum quantity per month/year that could be produced.

L.7.2 Facilities. The Offeror shall describe the facility/facilities proposed for use in the Family of Medium Tactical Vehicles production phase. The Offeror shall provide the dimensional size (sq. ft.) of all structures, storage areas, lots, test facilities and open areas at the site. The Offeror shall identify all public utilities required and currently available at each location and the

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proximity of the site to highway, rail or seaway capabilities. The Offeror shall provide a milestone schedule for any new facility construction and identify the size and capacity for the new facility.

L.7.3 Equipment. The Offeror shall identify and milestone the availability of all key equipment items required to accomplish production. The Offeror shall categorize the equipment in accordance with proposed use, identify the source for the equipment and the proposed availability dates.

L.7.4 Time Phase Critical Path. The Offeror shall provide a Time Phase Critical Path schedule that identifies the start date and end date for each major task required to meet the contract delivery schedule, from program go-ahead through Government acceptance of vehicles. As a minimum, this should include the schedule for any open design actions, facility projects, tooling purchase and installation, components subcontracts award, procurement lead time, fabrication, assembly and inspection.

L.7.5 Configuration Management Plan (CMP). The Offeror shall provide a copy of their Configuration Management Plan. The Offerors CMP shall:

- a. Detail their CM policies, procedures, and capabilities for managing a production baseline
- b. Identify how the Offeror will manage technical documentation for the production baseline with regards to configuration identification, configuration control, configuration status accounting, configuration audits and data management
- c. Detail their CM requirements for production part tracking, support of fielded configuration, management of changes resulting from logistical or support activities
- d. Identify those CM policies/requirements that are enforced to its vendor base
- e. Detail the electronic environment that the Offeror shall use for maintaining and updating the Government TDP, configuration status accounting, change control, and parts management

L.8 Volume 7 - Proposed Terms and Conditions

L.8.1 The Offeror shall provide signed SF 33 "Solicitation, Offer and Award".

L.8.2 All applicable fill-in provisions from Sections A, B, F and K of this solicitation. Also, Section E provisions filled in (if applicable): Inspection Point Origin, TACOM Clause 52.246-4028.

L.8.3 The Offeror shall include a completed Section B with this volume and Attachment 38 for option pricing.

L.8.4 The Offeror shall submit proposed milestones and criteria for Performance Based Payments.

L.8.5 The Offeror shall submit a Subcontracting Plan IAW the Contract Clause entitled "Small Business Subcontracting Plan FAR 52.219-9 (Oct, 1999)".

L.8.6 Any other information required by the solicitation.

L.8.7 A statement of agreement to all the terms, conditions and provisions of this solicitation.

L.8.8 Identify any RFP terms, conditions or requirements which the Offeror takes exception to.

L.9 Partnering

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government and the Contractor engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful Offeror will decide whether or not to engage in the Partnering process. Accordingly, Offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their cost/price (e.g. cost of hiring an independent facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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Implementation of this Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide (available electronically at http://www.amc.army.mil/amc/command_counsel/partnering.html). The principal government representative for this effort will be Denise Mika.

*** END OF NARRATIVE L 001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.247-4001 (TACOM)	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS	MAR/2002

- (a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:
- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
 - on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
 - for the Government selected method of shipment, and
 - based upon the following freight classification:
- | | | | |
|-------|------|-------|--------|
| UFC: | 6000 | ITEM: | 93340 |
| NMFC: | 100 | ITEM: | 190190 |

- (b) The quantities/models/destinations for the Transportation Evaluation for the basic quantity is as follows:

		QUANTITY
Model	Weight	
LMTV Trucks	23,110	
Camp Roberts MATES		2,264
East Garrison, Bldg. 25021		
San Miguel, CA 93451		
USP&FO FOR NEBRASKA		2,264
2950 North partk Road		
Lincoln, NE 68524-2402		
USP&FO FOR MAINE		2,263
Camp Keyes		
Augusta, ME 04333-0033		

Model	Weight	
MTV Trucks	31,510	
and Trailers		
Camp Roberts MATES		3,629
East Garrison, Bldg. 25021		
San Miguel, CA 93451		
USP&FO FOR NEBRASKA		3,630
2950 North partk Road		
Lincoln, NE 68524-2402		
USP&FO FOR MAINE		3,630
Camp Keyes		
Augusta, ME 04333-0033		

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M-2 52.247-4014 EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN) MAR/2002
 (TACOM)

When evaluating, we will compute and identify transportation costs pertaining to the following option quantities and destinations:

Model Weight

LMTV Trucks 23,110
 and Trailers

Camp Roberts MATES 2,264
 East Garrison, Bldg. 25021
 San Miguel, CA 93451

USP&FO FOR NEBRASKA 2,264
 2950 North partk Road
 Lincoln, NE 68524-2402

USP&FO FOR MAINE 2,263
 Camp Keyes
 Augusta, ME 04333-0033

Model Weight

MTV Trucks 31,510
 and Trailers

Camp Roberts MATES 3,629
 East Garrison, Bldg. 25021
 San Miguel, CA 93451

USP&FO FOR NEBRASKA 3,630
 2950 North partk Road
 Lincoln, NE 68524-2402

USP&FO FOR MAINE 3,630
 Camp Keyes
 Augusta, ME 04333-0033

[End of Provision]

M-3 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
 (TACOM)

(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value

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to the Government if factors in addition to price are identified in Section M, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

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M.1 Basis of Award.

M.1.1 Program Objectives and Award Basis. The Government intends to award a single Multi-Year production and support contract for the Family of Medium Tactical Vehicles (FMTV) A1 Competitive Rebuy (CR) Program. This award is to further the Armys objective of obtaining a Family of Vehicles with limited technical risk of meeting requirements, low life cycle cost, and minimized and/or reduced support requirements. The award will be made on a Best Value basis using Source Selection Trade-Off procedures, to achieve the program requirements and objectives, by weighing the merits of the evaluated proposal, in other than the Life Cycle Cost (LCC) and Contract Price Areas, against the evaluated LCC and Contract Price. As part of the best value determination, the relative advantages, disadvantages and risks of each Offeror's proposals shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government

M.1.2 Two-Step Evaluation Process. This FMTV A1 CR Phase II solicitation utilizes a Two-Phase evaluation process to assess proposals and select the most advantageous offer to achieve requirements and objectives, as follows:

M.1.2.1 Step 1 Evaluation. Under Step 1, proposals will be evaluated on an Acceptable/Unacceptable basis considering completion of Phase I Testing. Only Offerors who have successfully achieved Phase I Exit Criteria, will be rated Acceptable and will be eligible for evaluation and award under the Step 2 Evaluation. Proposals which are rated Unacceptable under Step 1 will be eliminated from the competition.

M.1.2.2 Step 2 Evaluation. Under Step 2, proposals which were rated Acceptable under Step 1 will be evaluated, and a selection for award will be made, on a Source Selection Tradeoff basis considering an assessment of proposals under the Areas of (1) Life Cycle Cost, (2) Technical/Logistics, (3) Contract Price, (4) Past Performance/Small Business Participation and 5) Production Capability. Award will be made based on the offer which is most advantageous, and represents the best value to the Government, considering evaluation of proposals under these five Areas.

M.2 Contractor Responsibility and Eligibility for Award - TACOM 52.209-4011

We'll award a contract to the Offeror that:

- (1) represents the best value to the Government, and
- (2) submits a proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary pre-award survey, or
- (2) ask you to provide financial, technical, production, or managerial background information

If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible.

If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

M.3 Determination of Responsibility. Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the Offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$5,000,000 per Production Year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offeror's proposal and ensure that a selected Contractor is responsible. The SSEB will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer.

M.4 Evaluation Guidance/Process:

M.4.1 Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein.

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M.4.2 Any proposal which is unrealistic in terms of technical or schedule commitments, or in the LCC or Contract Price Areas, will be judged either as exhibiting a lack of competence or failure to comprehend the Governments requirements and may be so evaluated and rated, or rejected for such reasons. Furthermore, any significant inconsistency between the Areas of (a) Technical/Logistics Area, Past Performance/ Small Business Participation Area and Production Capability Area and (b) the Life Cycle Cost and Price Areas, if unexplained, may be grounds for rejection of the proposal due to an Offeror's misunderstanding of the work required or an inability to perform any resultant contract.

M.4.2.3 The Life Cycle Cost and Contract Price Areas, as well as the other 3 Areas contained in each proposal will be evaluated. However, the closer the Offerors' evaluations are in the Areas other than Life Cycle Cost and Contract Price, the more important the Areas of Life Cycle Cost and Contract Price become in the decision. Notwithstanding the relative order of importance of the five Evaluation Areas as stated in Section M herein, the Life Cycle Cost and Contract Price Areas may be controlling when:

- (1) proposals are otherwise considered approximately equal in the Technical /Logistics, Past Performance/Small Business Participation and Production Capability Areas; or
- (2) an otherwise superior proposal is unaffordable; or
- (3) the advantages of a higher rated, higher priced/costed proposal are not considered to be worth the price or cost premium.

M.4.2.4 Proposal Risks. Proposal Risks are those risks associated with an Offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Life Cycle Cost Area, Technical/Logistics/ Area, Contract Price Area, the Small Business Participation Element of the Past Performance/Small Business Participation Area and Production Capability Area.

M.4.2.5 Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offeror's record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) in the Past Performance Element, and in the Small Business Participation Element of the Past Performance/Small Business Participation Area.

M.5 Rejection of Offers. The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and the Life Cycle Cost or Contract Price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. An offer, which is unbalanced as to prices for the first ordering period and/or optional ordering periods may be rejected. An unbalanced offer is one, which is based on prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its price for each contract year; or
- e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M.6 Source Selection Process.

M.6.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.6.2 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the paragraph M.7, Evaluation Criteria, for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

M.6.3 Discussions This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate 1) which advises the Government intends to conduct discussions with Offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306 (b), (c), and (d). Since written and oral discussions are limited prior to any competitive range

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determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

M.7 Evaluation Criteria for the Two Step Assessment.

M.7.1 Step 1 - Acceptable/Unacceptable Evaluation Criteria. Under Step 1, proposals will be evaluated on an Acceptable/Unacceptable basis considering successful achievement of Phase I Exit Criteria. Only Offerors who have successfully achieved Phase I Exit Criteria, will be rated Acceptable and will be eligible for evaluation and award under the Step 2 Evaluation. Proposals which are rated Unacceptable under Step 1 will be eliminated from the competition. The Step 1 Acceptable/Unacceptable evaluation will be performed as follows:

The Phase I Contracts, under provision C.1.1.6 Phase I Exit Criteria both defined the Phase I Exit Criteria and advised competitors that only those Offerors who successfully achieve the Phase I Exit Criteria will be eligible to compete for award of the Production Contract under Phase II of the FMTV A1 CR Program. An Acceptable proposal is defined as a proposal where the Phase I Test Results, from Government testing at Aberdeen Test Center, reflect successful achievement of the Phase I Exit Criteria as follows:

Each of the endurance vehicles (three (3) LMTV M1078A1s and two (2) MTV M1083A1s and one M1084A1 w/MHE) in Contractor Configuration must accumulate 20,000 miles or seven (7) months testing, whichever occurs first. The Government will determine if the Contractor has successfully completed Phase I and will notify the Contractor.

M.7.2 Step 2 - Source Selection Trade-Off Evaluation Criteria.

M.7.2.1 Only those proposals which are rated Acceptable under the Step 1 Acceptable/Unacceptable Evaluation will be Evaluated under Step 2.

M.7.2.2 The Phase II evaluation will involve the evaluation of Proposals in 5 Evaluation Areas:

- a. Life Cycle Cost Area
- b. Technical/Logistics Area
- c. Contract Price Area
- d. Past Performance/Small Business Participation Area
- e. Production Capability Area

The Areas of Life Cycle Cost, Technical/Logistics and Contract Price are approximately equal in importance, and are each significantly more important than each of the Areas of Past Performance/Small Business Participation and Production Capability. The Areas of Past Performance/Small Business Participation and Production Capability are equal in importance. Additionally, as required by FAR 15.304(e) the Life Cycle Cost and Contract Price Areas together are significantly more important than the remaining three Areas combined (Technical/Logistics, Past Performance/Small Business Participation and Production Capability). The Areas Technical/Logistics and Past Performance/Small Business Participation are further sub-divided into Elements. The order of importance of these Elements is defined below.

M.7.2.3. Source Selection Trade-Off Process. Step 2 of this solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgement, will weigh the merits of the non-Life Cycle Cost and non-Contract Price Areas, against the separately evaluated Life Cycle Cost and Contract Price in arriving at the final Source Selection decision. As part of the best value determination, the relative advantages/disadvantages and risks of each Offeror's proposal in the Technical/Logistics, Past Performance/Small Business Participation and Production Capability Areas, as well as the total evaluated Life Cycle Cost and Contract Price Areas, shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated Life Cycle Cost and/or lowest evaluated Contract Price.

M.7.2.4 Life Cycle Cost (LCC) Area. The Phase II LCC Area will be evaluated on the basis of a single LCC dollar figure developed using Attachment 21. The LCC evaluation will follow the specific guidelines described in Attachment 22. The LCC area evaluation will reflect the total evaluated contract prices for only base vehicle quantities (no options, HIMARS and LHS) and for non-option, non-hardware CLINs other than STS. In addition, the LCC area evaluation will include an Operating and Support (O&S) assessment of the Phase I Government test results for the Offerors proposed changes versus historical Government test results for the corresponding components in the FMTV A1 baseline configuration. In the O&S portion of the evaluation, the replenishment spare price will be derived using the following two sources in this order of precedence: 1) a DOD supply system price (from the Army Master Data File (AMDF) or other appropriate Government source), 2) the evaluated price for the Offerors Unique Spare Parts Pricing. All spare part calculations will have an appropriate DOD inventory surcharge applied, as required. In cases where a proposed change is partially or entirely included in the configuration of non-tested models, the Phase I test results from the tested models will be applied against all other relevant FMTV models in the production contract base quantity. No O&S assessment will be performed for untested proposed changes or for components of proposed changes that are applicable to only non-tested models; however, their production price impact will be included in the total LCC evaluation. The O&S portion of the LCC evaluation will include the delta O&S impacts of baseline components directly related to ECP integration. All baseline components not directly impacted by ECPs or ECP integration will not be included in the O&S analysis. Each

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Offerors total evaluated contract prices and tested proposed change impacts to the Government FMTV A1 configuration will be assessed using a life cycle cost (LCC) model (Attachment 21). In the LCC model, the estimated operating life is 20 years per vehicle. If an Offeror submits a revised Phase II ECP, the LCC assessment that was based on the Government Phase I test results will be adjusted (if necessary) as follows: 1) TACOM functional experts from all appropriate areas will review the proposed Phase II change revision and compare that to the tested Phase I configuration, 2) The LCC assessment developed from Government Phase I testing will be adjusted as appropriate to ensure fairness and realism for all Offerors. The Government may also include additional Government costs or savings that may result from any proposed changes.

M.7.2.5 Contract Price Area (Multiyear). This area will be evaluated based upon reasonableness, realism and affordability of the Offeror's total evaluated price/cost. The total evaluated price/cost will be the sum of:

- a. The Total Fixed Prices (including FRET) for the FMTV Multi-Year Vehicles in Section B/Attachment 37 with Transportation costs for all PYs.
- b. The Total Fixed Prices for Program Support Costs in Section B/Attachment 37 for all PYs.
- c. The most probable cost for the basic and optional requirements for System Technical Support, CONUS Maintenance Technical Representatives and OCONUS Maintenance Technical Representatives (C.3.6, H.9 and L.4.7) for all PYs in Section B/Attachment 37 and Attachment 38. The most probable cost may differ from the proposed composite hourly and manday rates. However, the most probable cost, not the proposed cost, shall be used in arriving at the Offeror's total evaluated price/cost and in the trade-off evaluation to determine the best value offer. The most probable cost will be determined by adjusting the Offeror's estimated cost based on the Government Cost Realism analysis.
- d. The total Fixed Prices and Ceiling Prices (in Attachment 38, including FRET, where applicable), as appropriate, for the options for: 1) Vehicles with Transportation costs, 2) Arctic Kits, 3)Color Options, 4) Alternate Paint Requirement, 5) Application of Corrosion Paint Compound, 6) Testing Support, and 7) New Equipment Training (H.9) for all PYs.
- e. The Total Fixed Prices for all estimated Unique Spare Parts Pricing Quantities as submitted in response to paragraph L.4.3.5

For the purpose of this evaluation, the following definitions will be used:

Price/Cost Reasonableness: A price or cost is considered reasonable if that price or cost does not exceed what would be incurred by a prudent person in the conduct of competitive business.

Price/Cost Realism asks the question, Does the proposal accurately reflect the Offeror's proposed effort to meet program objectives and requirements? For Fixed or Ceiling Priced CLINs, the results of the realism assessment may be used in the assessment of proposal risk and in determining Offeror responsibility, but will not be used to adjust the Offeror's total evaluated price. For Cost Reimbursement CLINs, the Cost Realism assessment will be used to determine the most probable cost to the Government.

M.7.2.5.1 The Defense Contract Audit Agency may be requested to verify proposed rates and projections.

M.7.2.5.2 Contractor's Accounting System. In order to be eligible for the award, the Offeror (prime and proposed subcontractors performing under the cost reimbursement type CLINs) must have a Cost Accounting System capable of supporting a Government Cost-reimbursement type Contract.

M.7.2.5.3 Affordability. Contract Price can also play a role in the Government evaluation of the affordability of an Offeror's proposal. An Offeror may not receive an award if his proposal is unaffordable, even though the proposal is judged to be the best value to the Government.

M.7.2.6 Technical/Logistics Area. The Technical/Logistics Area evaluation will include the assessment of the following two Elements:

- a. Technical System Performance
- b. Logistics

The element of Technical System Performance is more important than the element of Logistics.

M.7.2.6.1 Element 1: The Technical System Performance Element evaluation will include the assessment of the following factors:

- a. Factor 1 - Band 1
- b. Factor 2 - Band 2
- c. Factor 3 - Band 3

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The individual ATPD requirements identified in Band 1 are significantly more important than the individual ATPD requirements identified in Band 2. The individual ATPD requirements identified in Band 2 are significantly more important than the individual ATPD requirements identified in Band 3. In aggregate, the Band 1 factor is significantly more important than the Band 2 factor. In aggregate, the Band 2 factor is significantly more important than the Band 3 factor.

M.7.2.6.1.1 Each ATPD requirement identified under Band 1, Band 2 and Band 3 shall be evaluated and a risk rating applied based on the proposal's risk probability of the Offeror meeting the specified system-level performance requirement. The system-level performance requirements are identified in System Specification ATPD 2131C, Attachment 1 and Section C of this contract. The assessment will be based upon both (a) the demonstrated vehicle system performance results derived from Phase I testing IAW Attachment 36, Technical - System Performance Matrix and (b) the Offerors Phase II Proposal, including any analytical supporting information which addresses test fixes and/or Government directed changes IAW L.5.1. Exceeding a requirement will not result in any extra credit except to the extent that exceeding a requirement reduced the risk of meeting the required performance level.

M.7.2.6.1.2 Each of the Technical/Logistics Area elements and factors will be assessed as to the technical risk of the Offeror's proposal to meet the requirements of this solicitation based upon the composite ratings of advantages, disadvantages and risks for the individual performance parameters.

M.7.2.6.2 Element 2 - Logistics:

The Logistics element evaluation will include the assessment of the Offeror's plan for meeting the Phase II Logistics requirements, including option requirements. The plan requirements are identified in paragraph L.5.5 of the solicitation and C.1.7, C.2.7, C.2.9, C.2.10, C.2.13, C.3.4, C.3.5, C.3.6, C.3.10 and H.5.2. The plan will be evaluated and a risk rating applied based on the risk probability of the Offeror successfully performing the solicitation Logistics requirements. The assessment will be based on the plan's feasibility, practicality, support and clarity of solution and clarity of solution, staffing and planning. In addition, Offerors who propose meaningful approaches to reduce the logistics burden will be given an advantage for the paragraphs f through i in L.5.5

M.7.2.7 Past Performance/Small Business Participation Area. The Past Performance Area includes two Elements, Past Performance and Small Business Participation. The Past Performance Element is the most important, and is significantly more important than Small Business Participation Element.

M.7.2.7.1 Element 1 - Past Performance. The Element of Past Performance will be evaluated as follows:

a. The assessment of Past Performance will be based on the Offeror's and significant subcontractors current and past record of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the Offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the Offeror's and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, (3) business relations/customer satisfaction and (4) cost estimating. The Phase I contract will be evaluated for the above criteria except for technical requirements. The Phase I technical requirements will be evaluated under the Life Cycle Cost and Technical/Logistics Area.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each Offeror's performance history, the Government will look at the Offeror's delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the Offeror.

e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.

M.7.2.7.2 Element 2 - Small Business Participation. The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the Offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/MIs) in the performance of the contract.

M.7.2.7.2.1 The evaluation will include the following:

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- (1) the extent to which the proposal identifies participation of U.S. small business concerns. The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount;
- (2) the complexity of the items/services to be furnished by U.S. small business concerns;
- (3) an assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8/9 and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the Offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and

M.7.2.7.2.2 Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the Offeror credibly achieving the Governments goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

M.7.2.8 Production Capability Area. The Offeror's Production Capability Volume will be assessed and a subjective evaluation and risk assessment will be made of the probability that the Offeror's proposed approach to Production Capability as required by L.7of this solicitation will result in the timely and successful manufacture of FMTV A1 CR Vehicles. There are no elements in this area.

*** END OF NARRATIVE M 001 ***